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REQUEST FOR PROPOSAL

CITY OF TEMPE

REQUEST FOR PROPOSAL : 09-120

RFP ISSUE DATE: April 14, 2009

Commodity Code(s): 910-03, 910-39

PROCUREMENT DESCRIPTION: Clean-up Services (Parks and Facilities)

988-36, 988-89

PROPOSAL DUE
DATE/TIME:

Thursday, May 7, 2009, 3:00 P.M. MST

Late proposals will not be considered

PROPOSAL RESPONSE MUST BE DELIVERED TO CITY PROCUREMENT OFFICE

Mailing Address: P.O. Box 5002, Tempe, AZ 85280

Street Address: 20 E. Sixth Street (2nd Floor), Tempe, AZ 85281

MANDATORY PRE-PROPOSAL CONFERENCE: Tuesday, April 21, 2009, 8:30 a.m. MST at
City Council Chambers, 31 E. 5th Street, Lower Level, Tempe, AZ 85281

DEADLINE FOR INQUIRIES: Wednesday, April 29, 2009 5:00 P.M., MST

Sealed proposals must be received and in the actual possession of the City Procurement Office on or before the exact Proposal Due Date/Time indicated above. Proposal responses will be opened and each Offeror's name will be publicly read. Prices are not read and shall be kept confidential until award. Late proposals will not be considered.

Proposals must be submitted by a sealed envelope/package with the Request for Proposal number, Offeror's name and address clearly indicated on the envelope/package.

Proposals must be completed in ink or typewritten and a completed proposal response returned to the City Procurement Office by the Proposal Due Date/Time indicated above. The "Vendor's Proposal Offer" (form 201-B RFP) must be completed and signed in ink. Proposals by electronic transmission, telegraph, mailgram or facsimile will not be considered.

Offerors are asked to immediately and carefully read the entire Request for Proposal and not later than ten (10) days before the Proposal Due Date/Time, address any questions or clarifications to the Procurement Officer identified below:

Lisa Goodman, CPPB E-mail: Lisa_goodman@tempe.gov Phone No: (480) 350-8533

Procurement Officer

Award recommendations are publicly posted to the City Procurement Office web page www.tempe.gov/purchasing and at the Procurement Office reception counter.

Submit one (1) original signed and completed proposal response for evaluation purposes. For this specific RFP, five (5) additional proposal response copies are also to be submitted for evaluation purposes. A late, unsigned and/or materially incomplete proposal response will be considered nonresponsive and rejected.

The City Procurement Office is committed to fair and equal procurement opportunities for all firms wishing to do business with the City and encourages the participation of small and disadvantaged businesses.

Michael Greene, C.P.M.
Central Services Administrator

Solicitation Addendum



City Procurement Office/City of Tempe • PO Box 5002 • 20 East 6th Street • Tempe, AZ 85280 • (480) 350-8324 • www.tempe.gov/purchasing

This addendum will modify and/or clarify:

Solicitation No.: | 09-120

and is

Addendum No. | 1

Procurement Description: | Clean-up Services (Parks and Facilities)

Changes should be made as follows:

Add: Pre-Proposal Conference Attendance List included with this addendum

Delete: Page 5, Paragraph 16. Request for Taxpayer I.D. Number and Certification, IRS W-9 Form.

Change: Page 22, Paragraph 15. Performance Security, First Sentence to read "The Contractor shall be required to furnish non-revocable security binding the Contractor to provide faithful performance of the Contract in the amount of *thirty percent (30%)* of the total Contract price payable to the City of Tempe."

The following questions are a result of the **mandatory** Pre-Proposal Conference on Tuesday, April 21, 2009.

1. What are the estimated costs for the City to perform these tasks in house?

The rough estimated cost to perform the clean-up task is around \$780,000 annually – includes Park Sites; Mill Avenue; and the Tempe Town Lake (Park–TTL) areas (excludes all other sites listed in the contract).

The estimated cost to clean the restrooms is \$132,100 annually for three fulltime employees.

The estimated costs do not reflect the budget for this contract and are not a guarantee of the amount of work to be performed as part of this contract.

2. On the Price sheet, pages 43-45, there are 5 service levels for each location. Do you want pricing for all 5 service levels for each location?

We are looking for pricing for every level for every location because of our budgetary constraints. Regardless of the service level provided on the Contracted Areas listed on pages 38-40, price all levels for each location. This will allow the City flexibility to adjust the contract to fit our budget.

3. On page 37 the City lists identical reporting requirements regardless of the level of service does this imply that an area that is Service Level 4 will be inspected daily even if the crew is only out there once a week?

No, this means that at any time during your crew's visit for that service level, you have a 24 hour reporting requirement to report an incident to the City.

4. The City supplies trash can liners for the trash pickup, does the City supply paper products for the restrooms?

The Contractor will supply toilet paper for the restrooms. Paper towels are not used in the park restrooms. Tempe Beach Park has air dryers and the other restroom has nothing. Only Tempe Beach and the Marina have hand soap.

5. Is graffiti covered under this contract?

Any graffiti found in the bathrooms is to be reported to the City.

6. Is the Contractor responsible for the cost of consumables?

Please refer to Page 27, City Furnished Materials, Products and/or Equipment. "The City shall provide trash liners with a value of up to \$20,000 annually..."

The Contractor shall be responsible for toilet paper in all restrooms and paper towels and soap in the golf course and maintenance yard restrooms.

7. Are the trash can liners the City provides only for the trash cans?

Yes.

8. Can you describe the worst case scenario for the storm drain clearance?

Typically when we get a storm and water runs off and blocks the grate. Drains will need to be monitored and cleaned as needed so that they do not get clogged during storms.

9. Does trash pick-up include holidays?

Yes. Seven days a week depending on what the standard is for that site. Work schedules will be coordinated with the supervisors for the areas.

10. What is your turnaround for holidays?

Sites are to be clean by the day following the holiday...depending on the site/service level and the holiday. Some sites will require minimal staff to work on the holiday. Example: South Parks coverage: only at Kiwanis, Tempe Sports Complex and Benedict Sports Complex with 1 to 2 staff members.

11. Does the City have a list of all of the activities at the parks?

Yes. The City will provide the successful bidder a schedule of the ramada reservations and any special events going on. Special events are required to clean up after themselves as a condition of the event. We do need to ensure the site is clean prior to the events though.

12. Is the Contractor required to clean up a ramada after a reservation if the service level for that week has been met?

That is what the on-call per day pricing is for. If the City needs you to come out and clean-up outside of the service level requirements, then we will use the on-call pricing proposed.

13. Is the Contractor required to service any stopped up toilets as part of the scope of work?

No that would be reported to the City. The Contractor is expected to make a reasonable effort to clear the toilet with a plunger before notifying the City. Any repairs are handled by the City and need to be reported.

The balance of the specifications and bid solicitation instructions to remain the same. Bidders/Proposal Offerors are to acknowledge receipt and acceptance of this addendum by returning of signed addendum with bid/proposal response. Failure to sign and return an addendum prior to bid/proposal opening time and date may make the bid/proposal response non-responsive to that portion of the solicitation as materially affected by the respective addendum.

Desert + Glen Commercial Services Corp
NAME OF COMPANY

M. Arvanitis
BY NAME (please print) TITLE

1695 W Sahara Dr
ADDRESS (or PO Box)

602-821-1155
TELEPHONE

Tucson AZ 85745
CITY STATE ZIP

[Signature]
AUTHORIZED SIGNATURE

Solicitation Addendum



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This addendum will modify and/or clarify:

Solicitation No.: | 09-120

and is

Addendum No. | 2

Procurement Description: | Clean-Up Services (Parks and Facilities)

Changes should be made as follows:

Delete: Page 46, Park Restroom Clean-up Price Sheet

Add: Revised Park Restroom Clean-up Price Sheet (4/30/09) included with this addendum.

The balance of the specifications and bid solicitation instructions to remain the same. Bidders/Proposal Offerors are to acknowledge receipt and acceptance of this addendum by returning of signed addendum with bid/proposal response. Failure to sign and return an addendum prior to bid/proposal opening time and date may make the bid/proposal response non-responsive to that portion of the solicitation as materially affected by the respective addendum.

Desert Glen Commercial Landscaping Inc
NAME OF COMPANY

1695 W Sahara Dr
ADDRESS (or PO Box)

Tucson AZ 85745
CITY STATE ZIP

M. ARUANITAS
BY NAME (please print) TITLE

602-821-1155
TELEPHONE

[Signature]
AUTHORIZED SIGNATURE

Vendor's Offer

It is required that Offeror complete, sign and submit the original of this form to the City Procurement Office with the proposal response offer. An unsigned "Vendor's Offer", late proposal response and/or a materially incomplete response will be considered nonresponsive and rejected.

Offeror is to type or legibly write in ink all information required below.

Company Name: <u>Desert Glen Commercial Landscape Group Inc.</u>		
Company Mailing Address: <u>1685 W. Sahara Dr</u>		
City: <u>Tucson</u>	State: <u>AZ</u>	Zip: <u>85745</u>
Contact Person: <u>Margherita Arvanitis</u>		Title: <u>President</u>
Phone No.: <u>602-821-1155</u>		FAX: <u>480-8164709</u>
Phone No.: <u>520-882-6322</u>		E-mail: <u>margherita@desertglen.com</u>
Company Tax Information:		
Arizona Transaction Privilege (Sales) Tax No.: <u>10-170763 C</u>		or
Arizona Use Tax No.: _____		
Federal I.D. No.: <u>86-0828904</u>		
City & State Where Sales Tax is Paid: <u>Tucson</u> , <u>Phoenix</u>		
If a Tempe based firm, provide Tempe Transaction Privilege (Sales) Tax No.: <u>120061</u>		

THIS PROPOSAL IS OFFERED BY

Name of Authorized individual (TYPE OR PRINT IN INK) Margherita Arvanitis

Title of Authorized Individual (TYPE OF PRINT IN INK) President

REQUIRED SIGNATURE OF AUTHORIZED OFFEROR (MUST SIGN IN INK)

By signing this Proposal Offer, Offeror acknowledges acceptance of all terms and conditions contained herein and that prices offered were independently developed without consultation with any other Offeror or potential Offeror. In accordance with A.R.S. 35-397, the Offeror hereby certifies that it does not have scrutinized business operations in Iran or Sudan. Failure to sign and return this form with proposal offer will be considered nonresponsive and rejected.

[Signature]
Signature of Authorized Offeror

5/5/09
Date

Form 201-B (RFP)
(11/RFP 3-2008)

INSTRUCTIONS TO OFFERORS

Failure to follow these instructions shall result in rejection of a proposal for non-responsiveness or cancellation of any Contract awarded.

1. **Preparation of Proposal:**

- A. Offers shall be submitted to the City of Tempe ("City") in the sequence specified herein, on the forms attached hereto, including Vendor's Proposal Offer, form no. 201-B(RFP).
- B. All proposals shall be submitted on the forms provided in this Request for Proposal, signed by an authorized signer and returned with the Proposal to the City.
- C. Completed and signed proposal forms for offer, acceptance and any solicitation amendments shall be signed by an authorized signer. Such proposal constitutes an irrevocable offer to sell the good and/or service specified in herein. Offeror shall submit all additional data, documentation, or information as requested by the City, signifying intent to be bound by the terms of the Request for Proposal.
- D. Negligence in preparation of a proposal confers no right of withdrawal. Offeror is solely responsible for seeking clarification of any requirement and presenting accurate information in the proposal. The City shall not reimburse any costs for a proposal, or its submission, presentation or withdrawal, for any reason.
- E. Offeror shall specify each subcontractor(s) to be utilized in the services and/or work set forth herein, in the proper form as indicated.

2. **Late, Unsigned and/or Incomplete Proposal:** A late, unsigned and/or materially incomplete proposal will be considered nonresponsive and rejected.

3. **Inquiries:** Questions regarding this Request for Proposal shall be directed to the City Procurement Officer identified on the cover page of this document, form 201-A (RFP); unless another City contact is specifically named. Inquiries shall be submitted in writing, identifying the appropriate Request for Proposal's number, page and paragraph at issue. However, Offeror must not place the Request for Proposal's number on the outside of an envelope containing questions. Oral responses shall have no binding effect or legal effect. Inquiries should be submitted no later than ten (10) days before proposal opening. Those received within ten (10) days of proposal opening shall not be considered. The City reserves the right to contact Offerors to obtain additional information for use in determining proposal and solicitation requirements.

4. **Proposal Conference:** If a proposal conference is scheduled, Offeror shall attend the conference to seek clarification of any points of confusion or requirements at issue.

5. **Withdrawal of Proposal:** At any time before the specified proposal opening date and time, an Offeror may withdraw its proposal by way of written correspondence from the Offeror or its authorized representative.

6. **Proposal Addendum(s):** Receipt and acceptance of a Request for Proposal Addendum shall be acknowledged by signing and returning the document either with the proposal or by separate envelope prior to proposal opening date and time. Failure to sign and return an addendum prior to proposal opening time and date shall result in the proposal being considered nonresponsive to that portion of the Request for Proposal and may result in rejection.

7. **Evaluation:** The City shall determine whether a proposal meets the specifications and requirements of this Request for Proposal, at its sole discretion, and reject any proposals not meeting the intent or requirements set forth therein. The City reserves the right to reject any and all proposals.
8. **Payment:** For a single requirement purchase, the City will make every effort to make payment within thirty (30) calendar days from receipt and approval of acceptable products, materials and/or services and approval of correct invoice. For ongoing term Contract purchases, the City will remit every effort to make payment within thirty (30) calendar days from approval of monthly statement.
9. **Discounts:** Payment discounts periods shall be computed from the date of receipt of acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed. Discounts shall be taken on the full amount of the invoice, unless otherwise indicated. City shall be entitled to receive any discounts offered by Offeror, if payment is made within the discount period.
10. **Compliance with City Solicitation Requirements:** Unless stated otherwise in this Request for Proposal, the City reserves the right to award by individual line item, by group of items, or as a total at City's discretion. The City expressly reserves the right to waive any immaterial defect or informality, or reject any or all proposals, or portions thereof, or reissue this Request for Proposal.
11. **Award of Contract:** A proposal shall constitute a binding offer to Contract with the City based on the terms, conditions and specifications contained in this Request for Proposal. An Offeror shall become a Contractor only upon execution of a formal Contract from the City Procurement Office ("Contract"). Unless this Request for Proposal includes separate contract document(s) or requires the Offeror to submit a contract for review, a contract shall be formed when the City Procurement Office provides a written notice of award or a purchase order to the successful Offeror. All items and conditions of the Contract are contained herein, unless modified by an amendment approved by the City. Proposals that take exception to the terms, conditions, specifications and/or other requirements stated within this Request for Proposal may cause the proposal offer to be considered as nonresponsive and rejected. Exceptions will be evaluated on an individual basis to determine compliance with the purpose and intent of the terms and conditions stated within this solicitation. The City shall be the sole judge as to whether an exception complies with the general purpose and intent of any term, condition and/or specification set forth herein.
12. **Taxes:** All materials, equipment and/or products shall be proposed as F.O.B. City, prepaid. Unless specified herein, sales, use or federal excise tax shall not be included in proposal pricing. The City is exempt from payment of federal excise tax. For proposal evaluation, transaction (sales) privilege tax paid (returned) to the City is considered a pass-through cost, calculated as zero (0) expense. For information on privilege (sales) tax, please contact the City's Tax and License Office at (480) 350-2955 or visit their web site at www.tempe.gov/salestax.
13. **Payment by City Procurement Card:** The City Procurement Office may elect to remit payment through the use of a City procurement card. Each Offeror may indicate on the Price Sheet of this Request for Proposal, its ability to accept City procurement card payments. The inability to accept payment by City procurement card will not disqualify a proposal.
14. **Proposal Results:** Offerors may attend the scheduled proposal opening at which the name of each Offeror will be publicly read. All other information contained in the proposals shall be kept confidential until contract is awarded. After award of contract, an appointment may be made with the City Procurement Officer to review proposal documents. Formal Contract award results shall be placed on the Procurement Office web page (www.tempe.gov/purchasing) and posted at the front counter of the Procurement Office at the time the Contract award is approved by the City Council.

15. **Protests:** Any actual or prospective Offeror who is aggrieved in conjunction with this Request for Proposal or award may protest the award to the City Procurement Office. A protest based upon alleged improprieties in this Request for Proposal that are apparent before the proposal opening shall be filed prior to the proposal opening. A protest concerning an award recommendation must be filed within ten (10) business days after the date of award. Up to five (5) days before award of a Contract, the City Procurement Office will post award recommendations on its web page (www.tempe.gov/purchasing) and at the Procurement Office front counter for public review. A protest shall be in writing and include the protester's name, address and phone number, identification of the solicitation or Contract being protested, a detailed statement of the legal and factual grounds of the protest, including copies of all relevant documents, and the form of relief requested. A protest is to be on the protester's company letterhead and signed by the protestor or its authorized representative.
16. **Request for Taxpayer I.D. Number and Certification, IRS W-9 Form:** An attached IRS W-9 form serves as the last page of this Request for Proposal and is to be completed by proposal Offeror and submitted with the proposal response.
17. **Compliance of Proposal Offeror/Contractor Forms:** Any documents or forms (including separate contract, maintenance agreement or training agreement intended by the Offeror to be utilized in any resulting Contract, must be submitted with proposal. Any documents inconsistent with or taking exception to the terms, conditions, specifications and/or other requirements stated within this Request for Proposal may cause the proposal to be considered as nonresponsive and rejected. No documents will be considered unless submitted with proposal and approved by the City Procurement Office.
18. **Definitions:** For purposes of this Request for Proposal and resultant Contract, the following definitions apply:
- A. "City" means the municipal corporation of the City of Tempe, Arizona.
 - B. "Code Governance" means unless otherwise specified herein, the provisions of the Tempe City Code, Chapter 26A shall apply and govern this Request for Proposal.
 - C. "Contract" means the agreement for the procurement of goods, services, work, construction or concessions.
 - D. "Contractor" means an Offeror responding to a Request for Proposal who has been awarded a Contract with the City.
 - E. "Offer" means a written offer to furnish goods, services, work, materials, construction and/or concessions to the City, in conformity with the standards, specifications, delivery terms and conditions, and all other requirements established in a competitive solicitation.
 - F. "Offeror" means a business, entity or person who submits an offer in response to a competitive solicitation.
 - G. "Public Record" means proposals and all other documents submitted in response to this solicitation shall become the property of the City and shall be a matter of public record available for review following the Contract award.
 - H. "Purchase Order" means a document issued by the City Procurement Office directing the Contractor to deliver goods, services, work, materials, construction and/or concessions to the City.
 - I. "Request for Proposal" means a competitive solicitation issued by the City for the procurement of goods, services, work, materials, construction and/or concessions.

19. **Responsiveness to Specifications:** Performance or feature requirements which are designated as mandatory or minimums are needed in order to satisfy an identified task or performance need. A description is given for each designated feature. This description shall be used to determine if Offeror's proposed product(s) and/or service(s) is/are capable of performing the function(s) specified in the Request for Proposal. It is recognized that more than one method may be used to accomplish the sought after task functionality. If Offeror has an alternate method of performing functional tasks, then Offeror shall list such method as an "alternate", and described in full detail within the Proposal. The City shall be the sole judge as to whether any alternate methodology will be accepted.
- "Must", "shall", "will", "minimum", "required" and/or "mandatory" performance/feature statements must be met or exceeded by the Offeror. Should no Offeror be found totally responsive to all designated Request for Proposal requirements, the City at its option, may either award the Contract to the most responsive Offeror or cancel the Request for Proposal and issue another Request for Proposal for the need under revised specifications.
20. **Technical Questionnaire:** Offeror must complete the Technical Questionnaire portion of this Request for Proposal and provide any documentation required to support the answers given to the Questionnaire. Questionnaire items, which are designated as mandatory, are needed to satisfy a required task or performance criteria. Items, which may be listed as desirable, are not required in order to be responsive to the Request for Proposal and will be relatively evaluated against other proposals in making a final award decision.
- If supporting documentation is required, Offeror shall provide the documentation in the sequence set forth in the Request for Proposal and ensure all technical literature and/or narrative explanations fully address the specifics of the question. Vague or disorganized responses that do not allow sufficient information for evaluation purposes may result in rejection of a Proposal.
21. **Proposal Opening:** Proposals shall be opened at the time and place designated on the cover page of this Request for Proposals. The name of each Offeror and the identity of the Request for Proposals for which the proposal was submitted shall be publicly read and recorded in the presence of witnesses. Proposals, modifications and all other information received in response to this Request for Proposals shall be shown only to City personnel having a legitimate interest in its evaluation. Prices shall not be read. After Contract award, the proposals and the evaluation documentation shall be open for public inspection.
22. **Technical Proposal Opening:** Technical proposals (as received in step one of a two step bidding process) shall be opened at the time and place designated on the cover page of this document. The name of each Offeror and the identity of the Request for Proposals for which the proposal was submitted shall be publicly read and recorded in the presence of witnesses. Proposals, modifications and all other information received in response to this Request shall be shown only to City personnel having a legitimate interest in the evaluation. Evaluation documentation to substantiate technical proposal selection(s) shall be open for public inspection.
23. **Proposal Evaluation and Award:** Award(s) shall be made to the responsible Offeror whose proposal is determined in writing to be the most advantageous to the City, taking into consideration the evaluation factors set forth in the Request for Proposals. The City shall be the sole judge as to the acceptability of the products and/or services offered.

24. **Clarifications and Negotiations with Offerors and Revisions to Proposal:** Clarifications may be made with any submitting firm at any time during the evaluation phase of this procurement. Clarifications are not negotiations and may be utilized by the City to ensure thorough and complete understanding of, and responsiveness to, the solicitation requirements. Clarifications do not suggest a determination of susceptibility. Negotiations may be conducted with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award. The purpose of negotiations is to allow the City and the Offeror(s) to revise initial offers through an exchange or series of exchanges. Should the City elect to call for final proposal revisions (best and final offers), Offerors shall be accorded fair and equal treatment with respect to any opportunity for negotiations and revision of proposals, and such revisions may be permitted after submissions and prior to award. In conducting clarifications and negotiations there shall be no disclosure of any information derived from proposals submitted by competing Offerors. The purposes of such negotiations shall include but not be limited to:
- A. Determine in greater detail such Offeror's qualifications;
 - B. Explore with the Offeror the scope and nature of the project, the Offeror's proposed method of performance, and the relative utility of alternate methods of approach;
 - C. Determine that the Offeror will make available the necessary personnel and facilities to perform within the required time; and
 - D. Agree upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity and nature of such services.
25. **Code Governance:** Unless otherwise specified herein, the provisions of the Tempe City Code, Chapter 26A shall apply and govern this Request for Proposal.
26. **Public Record:** Proposals and all other documents submitted in response to this solicitation shall become the property of the City and shall be a matter of public record available for review following the Contract award. Material portions of the recommended offer(s) as determined by the City may be posted to the City's web site up to five days prior to City Council meeting.

STANDARD TERMS & CONDITIONS

Please note that these Standard Terms & Conditions shall be fully complied with by Offeror. Failure to comply with these requirements may result in rejection of a proposal for non-responsiveness, or cancellation or termination of any awarded Contract.

1. **Applicable Law:** This Contract shall be governed by, and the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code as adopted in the State of Arizona, except as otherwise provided in this Request for Proposal and resultant Contract, and all statutes or ordinances pertaining specifically to the City. This Contract shall be governed by State of Arizona law and suits pertaining to this Contract may only be brought in courts located in Maricopa County, Arizona.
2. **Arizona Climate Action Compliance:** Offeror shall comply with all applicable standards, laws, rules, orders and regulations issued pursuant to A.R.S. §49-101, *et seq.*, including but not limited to, Arizona Executive Orders Nos. 2006-13 and 2005-02, with regard to reducing GHG emissions, increasing energy efficiency, conserving natural resources and developing renewable energy sources.
3. **Availability of Funds for the Next Fiscal Year:** The City's obligation for performance of the Contract is contingent upon the availability of City, state and federal funds that are allocated or appropriated for payment obligations of the Contract. If funds are not allocated by the City or available for the continued use or purchase of services, work and/or materials set forth herein, the City may terminate the Contract. The City will use reasonable efforts to notify Contractor of such non-allocation affecting the obligations of Contractor and/or City. City shall not be penalized or adversely affected for exercise of its termination rights. Further, City shall in no way be obligated or liable for additional payments or other damages as a result of such termination. No legal liability on the part of the City for any payment may arise for performance under this Contract.
4. **Certification:** By signing the "Vendor's Proposal Offer", form CS-P201 (B), the Offeror certifies:
 - A. The submission of the proposal offer response did not involve collusion or other anti-competitive practices.
 - B. City is an equal opportunity, affirmative action employer. Offeror hereby covenants that it shall not discriminate unlawfully against any employee or applicant for employment, nor shall it deny the benefits of this Contract, to any person on the basis of race, color, national origin, physical or mental disability, age, sex or veteran status. Offeror covenants and agrees that it will comply in all respects with the applicable provisions of Executive Order 11246, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Vietnam Era Veterans' Readjustment Assistance Act, the Rehabilitation Act, Arizona Executive Order No. 99-4, and all other applicable state and federal statutes governing equal opportunity.
 - C. Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to sign the "Vendor's Proposal Offer" or signing it with a false statement shall void the submitted proposal and any resulting Contract. In addition, the Offeror may be barred from future proposal and bidding participation with the City and may be subject to such further actions as permitted by law.
 - D. The Offeror agrees to promote and offer to the City only those materials and/or services as stated and allowed by this Request for Proposal and resultant Contract award. Violation of this condition shall be grounds for Contract termination by the City.

- E. The Offeror expressly warrants that it has and will continue to comply in all respects with Arizona law concerning employment practices and working conditions, pursuant to A.R.S. § 23-211, *et seq.*, and all laws, regulations, requirements and duties relating thereto. Offeror further warrants that to the extent permitted by law, it will fully indemnify City for any and all losses arising from or relating to any violation thereof.
- F. Offeror agrees and covenants that it will comply with any and all applicable governmental restrictions, regulations and rules of duly constituted authorities having jurisdiction insofar as the performance of the work and services pursuant to the Contract, and all applicable safety and employment laws, rules and regulations, including but not limited to, the Fair Labor Standards Act, the Walsh-Healey Act, Arizona Executive Order No. 99-4, and the Arizona Fair and Legal Employment Act, along with all laws, rules and regulations attendant thereto. Offeror acknowledges that a breach of this warranty is a material breach of this Contract and Offeror is subject to penalties for violation(s) of this provision, including termination of this Contract. City retains the right to inspect the documents of any and all contractors, subcontractors and sub-subcontractors performing work and/or services relating to the Contract to ensure compliance with this warranty. Any and all costs associated with City inspection are the sole responsibility of Offeror. Offeror hereby agrees to indemnify, defend and hold City harmless for, from and against all losses and liabilities arising from any and all violations thereof.
5. **Commencement of Work:** Contractor is cautioned not to commence any work or provide any materials or services under the Contract until and unless Contractor receives a purchase order, Notice to Proceed, or is otherwise directed in writing to do so, by the City.
6. **Confidentiality of Records:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.
7. **Conflict of Interest:** This Contract is subject to the cancellation provisions of A.R.S. § 38-511.
8. **Contract Formation:** This Contract shall consist of this Request for Proposal and the proposal submitted, as may be found responsive and approved by the City. In the event of a conflict in language between the documents, the provisions of the City's Request for Proposal shall govern. The City's Request for Proposal shall govern in all other matters not otherwise specified by the Contract between the parties. All previous contracts between the Offeror and the City are not applicable to this Contract or other resultant contracts. Any contracted vendor document(s) that conflict with the language and requirements of the City's solicitation are not acceptable and void the Contract.
9. **Contract Modifications:** This Request for Proposal and resultant Contract may only be modified by a written contract modification issued by the City Procurement Office and counter-signed by the Contractor.
10. **Contracts Administration:** Contractor must notify the City Procurement Office, designated Procurement Officer, for guidance or direction of matters of Contract interpretation or problems regarding the terms, conditions or scope of this Contract. The Contract shall contain the entire agreement between the City and the Contractor and the Contract shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders or master agreements in any form.

11. **Cooperative Use of Contract:** Any Contract resulting from this solicitation shall be for the use of the City of Tempe. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tempe's Department of Procurement are eligible to participate in any subsequent Contract. Additionally, this contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See <http://www.maricopa.gov/Materials/SAVE/save-members.pdf> for a listing of participating agencies. The parties agree that these lists are subject to change. Any such usage by other municipalities and government agencies must be in accord with the ordinance, charter and/or rules and regulations of the respective political entity. Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others. Contractor shall be responsible for correctly administering this contract in accordance with all terms, conditions, requirements, and approved pricing to any eligible procurement unit.
12. **Dispute Resolution:** This Contract is subject to arbitration to the extent required by law. If arbitration is not required by law, the City and the Contractor agree to negotiate with each other in good faith to resolve any disputes arising out of the Contract. In the event of any legal action or proceeding arising out of this Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred with said fees and costs to be included in any judgment rendered.
13. **Energy Efficient Products:** The City may consider energy conservation factors including costs in the evaluation of equipment and product purchases for the purpose of obtaining energy efficient products. In addition, Proposals may specify items that have been given an energy efficient classification by the federal government for consideration by the City.
14. **Billing:** All invoices submitted by Contractor for City's review and approval shall be in itemized form to identify the specific item(s) being billed. Items must be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the City shall refer to the Contract number resulting from this Invitation for Bid. Separate invoices are required on individual contracts or purchase orders. Only invoices with items resulting from this Request for Proposal will be accepted for review and approval by the City.
15. **Estimated Quantities:** This Request for Proposal references quantities as a general indication of the City needs. The City anticipates considerable activity resulting from Contracts that will be awarded as a result of this Request for Proposal; however, the quantities shown are estimates only and the City of Tempe reserves the right to increase or decrease any quantities actually acquired, in its sole discretion. No commitment of any kind is made concerning quantities and Offeror hereby acknowledges and accepts same.
16. **Events of Default and Termination:**
 - A. The occurrence of any or more of the following events shall constitute a material breach of and default under the Contract. The City reserves the right to terminate the whole or any part of the Contract due to Contractor's failure to fully comply with any term or condition herein.
 - i) Any failure by Contractor to pay funds or furnish materials, services and/or goods that fail to conform to any requirement of this Contract or provide personnel that do not meet Contract requirements;
 - ii) Any failure by Contractor to observe, perform or undertake any provision, covenant or condition of this Contract to be observed or performed by Contractor herein, including but not limited to failing to submit any report required herein;

- iii) Any failure to make progress in the performance required pursuant to the Contract and/or gives the City reason to believe that Contractor cannot or will not perform to the requirements of the Contract; or,
- iv) Any failure of Contractor to commence construction, work or services within the time specified herein, and to diligently undertake Contractor's work to completion.

B. Upon and during the continuance of an event of default, City, at its option and in addition to any other remedies available by law or in equity, without further notice or demand of any kind to Contractor, may do the following:

- i) Terminate the Contract;
- ii) Pursue and/or reserve any and all rights for claims to damages for breach or default of the Contract; and/or,
- iii) Recover any and all monies due from Contractor, including but not limited to, the detriment proximately caused by Contractor's failure to perform its obligations under the Contract, or which in the ordinary course would likely result therefrom, including, any and all costs and expenses incurred by City in: (a) maintaining, repairing, altering and/or preserving the premises (if any) of the Project; (b) costs incurred in selecting and retaining substitute contractor for the purchase of services, materials and/or work from another source; and/or (c) attorneys' fees and costs in pursuing any remedies under the Contract and/or arising therefrom.

C. The exercise of any one of City's remedies as set forth herein shall not preclude subsequent or concurrent exercise of further or additional remedies. In addition, the City shall be entitled to terminate this Contract at any time, in its discretion. The City may terminate this Contract for default, non-performance, breach or convenience, or pursuant to A.R.S. § 38-511, or abandon any portion of the project for which services have not been fully and/or properly performed by the Contractor.

D. Termination shall be commenced by delivery of written notice to Contractor by the City personally or by certified mail, return receipt requested. Upon notice of termination, Contractor shall immediately stop all work, services and/or shipment of goods hereunder and cause its suppliers and/or subcontractors to cease work pursuant to the Contract. Contractor shall not be paid for work or services performed or costs incurred after receipt of notice of termination, nor for any costs incurred that Contractor could reasonably have avoided.

E. The City, in its sole discretion, may terminate or reduce the scope of this Contract if available funding is reduced for any reason.

17. **Termination for Convenience:** The City at its sole discretion may terminate this contract for convenience with 30 days advance notice to Contractor. Contractor shall be reimbursed for all appropriate costs as provided for within the contract up to the termination date specified.

18. **Force Majeure:**

- A. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under the Contract only in the event that and to the extent that such party's performance of the Contract is prevented by reason of force majeure. Force majeure means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, mobilization, labor disputes, civil disorders, fire, floods, lockouts, injunctions, failures or refusal to act by government authority, and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
- B. Force majeure shall not include the following occurrences:
- i) Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
 - ii) Late performance by a subcontractor.
- C. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours of the commencement thereof and shall specify the causes of such delay in the notice. Such notice shall be hand delivered or sent via certified mail and shall make a specific reference to this clause, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing by hand delivery or certified mail when it has done so. The time of completion shall be extended by Contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with the Contract.

19. **Gratuities:** The City may elect to terminate any resultant Contract, if it is found that gratuities in any form were offered or given by the Contractor or agent thereof, to any employee of the City or member of a City evaluation committee with a view toward securing an order, securing favorable treatment with respect to awarding, amending or making of any determinations with respect to performing such order. In event the Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from Contractor the amount of gratuity.

20. **Indemnification:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, officer, officials, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees, court costs, and the costs of appellate proceedings), arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work, services, or professional services of the Contractor, its agents, employees, or any other person (not the City) for whose acts, errors, mistakes, omissions, work, services, or professional services the Contractor may be legally liable in the performance of this contract. Contractor's duty to hold harmless and indemnify the City, its agents, officers, officials and employees shall arise in connection with any claim for damage, loss or expenses that is attributable to bodily injury, sickness disease, death, or injury to, impairment, or destruction of any person or property, including loss of use resulting from, caused by any acts, errors, mistakes, omissions, work, services, or professional services in the performance of this contract by Contractor or any employee of the Contractor or any other person (not the City) for whose acts, errors, mistakes, omissions, work, or services the Contractor may be legally liable. The amount and type of insurance coverage requirement set forth herein will in no way be construed as limiting the scope of indemnity in this paragraph. This provision shall survive the term of this Contract.

21. **Interpretation of Parol Evidence:** This Contract is intended as a final expression of the agreement between the parties and as a complete and exclusive statement of the Contract, unless the signing of a subsequent Contract is specifically called for in this Request for Proposal. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of the Contract, even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

Contractor shall respond within five (5) calendar days after notice by the City of any defects and/or maintenance requests to immediately remedy the condition of the job site. Should the Contractor fail to respond promptly as set forth herein, the City shall correct the job site at the expense of the Contractor, and recover all attendant costs.

22. **Key Personnel:** Contractor shall provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract during the Contract term and any renewal periods. The Contractor must agree to assign specific individuals to the key positions.

A. The Contractor agrees that, once assigned to work under this Contract, key personnel shall not be removed or replaced without prior written notice to the City.

B. If key personnel are not available for work under this Contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall replace each person with personnel of substantially equal ability and qualifications upon prior City approval.

23. **Licenses and Permits:** Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor, at its sole expense.

24. **No Assignment:** No right or interest in this Contract shall be assigned by Contractor and no delegation of any duty of Contractor shall be made without prior written permission of the City.

25. **Notices:** All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provision collectively called "Notices"), shall be in writing and shall be hand delivered or sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the party or parties to receive such notice as follows:

City of Tempe Procurement Office
Attn: Lisa Goodman
20 E. 6th Street (Second Floor)
PO Box 5002
Tempe, Arizona 85280

[Contractor's Name]
[Attn of Offeror Named in Contract]
[Address]

or to such other address as either party may from time to time furnish in writing to the other by notice hereunder.

26. **No Waiver:** No breach of default hereunder shall be deemed to have been waived by the City, except by written instrument to that effect signed by an authorized agent of the City. No waiver of any such breach or default shall operate as a waiver of any other succeeding or preceding breach or default, or as a waiver of that breach or default after demand by the City for strict performance of this Contract. Acceptance of partial or delinquent payments or performance shall not constitute the waiver of any right of the City. Acceptance by City for any materials shall not bind the City to accept remaining materials, future shipments or deprive the City of the right to return materials already accepted. Acceptance by City of delinquent or late delivery shall not constitute a waiver of a later claim for damages and/or bind the City for future or subsequent deliveries.
27. **Overcharges by Antitrust Violations:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the City. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as the goods and/or services used fulfill the Contract.
28. **Performance Standards:** Equipment shall operate in accordance with the performance criteria specified in the Request for Proposal, including the manufacturer's published specifications applicable to the machine involved. Each machine is expected to be available for productive use, as provided in the procurement documents. Penalties and/or bonuses applicable to machine and system performance, if any, shall be calculated as specified in the Request for Proposal.
29. **Preparation of Specifications by Persons Other Than City Personnel:** No person preparing specifications for this Request for Proposal shall receive any direct or indirect benefit from the use of these specifications.
30. **Procurement of Recycled Materials:** If the price of recycled material that conforms to specifications is within five percent (5%) of the lower priced material that is not recycled and the recycled Offeror is otherwise the lowest responsive and responsible Offeror, the Proposal containing recycled material shall be considered more advantageous; provided the item(s) to be obtained contains at least the minimum amount of recycled content material as defined in the City's solicitation and sufficient funds have been budgeted for the purchase.
31. **Provisions By Law:** Each and every provision of law and any clause required by law to be in this Contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract will forthwith be physically amended to make such insertion or correction.
32. **Public Record:** After award of Contract, proposal responses shall be considered public record and open for public inspection except to the extent the withholding of information is permitted or required by law. If an Offeror believes a specific section of its proposal response is confidential, the Offeror shall mark the page(s) confidential and isolate the pages marked confidential in a specific and clearly labeled section of its proposal response. The Offeror shall include a written statement as to the basis for considering the marked pages confidential and the City Procurement Office will review the material and make a determination, pursuant to A.R.S. §§ 39-121, *et seq.*, and 41-1330, *et seq.*
33. **Records:** Pursuant to provisions of Title 35, Chapter 1, Article 6 Arizona Revised Statutes §§ 35-214 and 36-215, Contractor shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files and other records relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All such documents shall be subject to inspection and audit at reasonable times. Upon request, a legible copy of any or all such documents shall be produced at the offices of the City Attorney or City Procurement Office.

34. **Relationship of Parties:** It is clearly understood that each party to this Contract will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other party. The Contractor is an independent contractor and shall be solely responsible for any unemployment or disability insurance payments, or any social security, income tax or other withholdings, deductions or payments that may be required by federal, state or local law with respect to any compensation paid to the Offeror. An employee or agent of one party shall not be an employee or agent of the other party for any purpose whatsoever.
35. **Rights and Remedies:** No provisions of this Request for Proposal or in the proposal shall be construed, expressly or by implication, as a waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of Contract. The failure of the City to insist upon strict performance of any term or condition of the Contract or to exercise or delay the exercise of any right or remedy provided in the Contract, or by law, shall not release the Contractor from any responsibilities or obligations imposed by the Contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.
36. **Safety Standards:** All items supplied on this Contract must comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code and the National Fire Protection Association Standards.
37. **Serial Numbers:** Proposals shall include equipment on which the original manufacturer's serial number has not been altered in any way. The City reserves the right to reject any and all equipment.
38. **Severability:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the invalid provision or application.
39. **Specially Designated Nationals and Blocked Persons List:** Contractor represents and warrants to City that neither Contractor nor any affiliate or representative of Contractor:
- A. Is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury (OFAC) pursuant to Executive Order no. 13224, 66 Fed. Reg. 49079 ("Order");
 - B. Is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of OFAC or any other applicable requirements contained in any enabling legislation or other related Order(s);
 - C. Is engaged in activities prohibited in the Order; or,
 - D. Has been convicted, pleaded *nolo contendere*, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering.
40. **Time of the Essence:** Time is and shall be of the essence in this Contract. If the delivery date(s) specified herein cannot be met, Contractor shall notify City using an acknowledgment of receipt of order and intent to perform without delay, for instruction. City reserves the right to terminate this Contract and to hold Contractor liable for any cost of cover, excess cost(s) or damage(s) incurred as a result of delay.

41. **Unauthorized Firearms & Explosives:** No person conducting business on City property is to carry a firearm or explosive of any type. All Offerors, Contractors and subcontractors shall honor this requirement at all times and failure to honor this requirement shall result in Contract termination and additional penalties. This requirement also applies to any and all persons, including those who maintain a concealed weapon's permit. In addition to Contract termination, anyone carrying a firearm or explosive device will be subject to further legal action.

42. **Warranties:** Contractor expressly warrants that all materials and/or goods delivered under the Contract shall conform to the specifications of this Contract, and be merchantable and free from defects in material and workmanship, and of the quality, size and dimensions specified herein. This express warranty shall not be waived by way of acceptance or payment by the City, or otherwise. Contractor expressly warrants the following:

- A. All workmanship shall be finest and first-class;
- B. All materials and goods utilized shall be new and of the highest suitable grade for its purpose; and,
- C. All services will be performed in a good and workmanlike manner. Contractor's warranties shall survive inspection, acceptance and/or payment by the City, and shall run to the City, its successors, agents and assigns.

The Contractor agrees to make good by replacement and/or repair, at its sole expense and at no cost to the City, any defects in materials or workmanship which may appear during the period ending on a date twelve (12) months after acceptance by the City, unless otherwise specified herein. Should Contractor fail to perform said replacement and/or repair to City's satisfaction within a reasonable period of time, City may correct or replace said defective or nonconforming materials and recover the costs thereof from Contractor. This warranty shall not operate to reduce the statute of limitations period for breach of contract actions or otherwise, or reduce or eliminate any legal or equitable remedies.

43. **Work for Hire and Ownership of Deliverables:** Contractor hereby agrees and covenants that all the results and proceeds of Contractor's work and/or services for the Project specified herein, for Contractor and all of its agents, employees, officers and subcontractors, shall be owned by the City, including the copyright thereto, as work for hire. In the event, for any reason such results and proceeds are not deemed work for hire, Contractor agrees and covenants that it shall be deemed to have assigned to City all of its right, title and interests in such results, proceeds and content to the City, without limitation. Contractor agrees to indemnify and hold City harmless from and against all claims, liability, losses, damages and expenses, including without limitation, legal fees and costs, arising from or due to any actual or claimed trademark, patent or copyright infringement and any litigation based thereon, with respect to any work, services and/or materials contemplated in this Contract. Contractor agrees to pay to defend any and all such actions brought against the City. Contractor's obligations hereunder shall survive acceptance by the City of all covenants herein as well as the term of the Contract itself.

44. **Non-exclusive Contract:** Any Contract resulting from this Invitation for Bid shall be awarded with the understanding and agreement that it is non-exclusive and entered into for the sole convenience of the City. The City reserves the right to obtain like goods or services from another source to secure cost savings or if timely delivery may be met by the Contractor.

45. **Ordering Process:** Upon award of a Contract by the City Procurement Office, the City may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate Contractor. Each purchase order must cite the correct Contract number. Such purchase order is required for the City to order and the Contractor to deliver the material and/or service.

46. **Shipping Terms:** Prices shall be F.O.B. Destination to the delivery location(s) designated herein. Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. The City will notify the Contractor promptly of any damaged materials and shall assist the Contractor in arranging for inspection. Shipments under reservation are prohibited. No tender of a bill of lading shall operate as a tender of the materials.
47. **Delegated Awards:** In the event this contract(s) is administratively awarded via delegated authority as provided for in Section 26A-5 of the Procurement Ordinance, the Contractor acknowledges that a final contract with the City of Tempe requires City Council approval and possibly the signature of the Mayor. Should this contract be rejected by the City Council, Contractor agrees that it is immediately void and unenforceable against any party. The awarded firm(s) will be compensated only for any and all costs incurred up to the date of notification of such termination.

Special Terms and Conditions

Proposals taking exception to Special Terms & Conditions stated within this Request for Proposal may cause the Proposal to be considered nonresponsive and rejected.

1. **City Procurement Document:** This Request for Proposal is issued by the City. No alteration of any portion of this Request for Proposal by an Offeror is permitted and any attempt to do so shall result in Offeror's Proposal being considered nonresponsive, and rejected. No alteration of any portion of a resultant Contract is permitted without the written approval of the City Procurement Office and any attempt to do so shall be considered a breach of the Contract. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract termination and/or suspension of the Contractor.
2. **Offer Acceptance Period:** To allow for an adequate evaluation, the City requires an offer in response to this Request for Proposal to be valid and irrevocable for ninety (90) days after the proposal opening time and date.
3. **Contract Type:** Term with justifiable price adjustments allowed, indefinite quantity.
4. **Term of Contract:** The term of the Contract shall commence on the date of award and shall continue for a period of one (1) year thereafter, unless terminated, canceled or extended as otherwise provided herein.
5. **Contract Renewal:** The City reserves the right to unilaterally extend the period of any resultant Contract for ninety (90) days beyond the stated term. In addition, the City at its option may renew for supplemental terms of up to a maximum of four (4) additional years. The period for any single renewal increment shall be determined by the City Procurement Office. Such increment shall not be for more than a period of one (1) year each, unless the City is eligible to obtain a significant cost and/or supply advantage by a longer Contract renewal period.
6. **Pricing:**
 - A. Pricing accuracy and completeness are critical to the determination of an award. Offeror shall identify and price all items being proposed
 - B. In the case of system proposals, Offeror shall identify all items which are required to make the system function in accord with stated Request for Proposal.
 - C. If provided pricing pages do not cover all such items, the Offeror shall include an itemized listing of all required products and services in the Proposal required for all system equipment to be fully functional and in conformity with stated Request for Proposal.
7. **Price Adjustment:**
 - A. The City Procurement Office will review fully documented requests for price increases after the Contract has been in effect for twelve (12) months. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the Proposal and can be shown to directly affect the price of the item concerned. The City Procurement Office will determine whether the requested price increase, or an alternative option, is in the best interest of the City. Advanced thirty (30) day written notification by Contractor is required for any price changes. All price adjustments will be effective on the first day of the month following approval or acceptance by the City Procurement Office. After the City approves a price increase the contractor shall not be eligible to receive an additional increase until twelve (12) months from the date of the last approved price increase.
 - B. Price increase requests must be acknowledged in writing by the City Procurement Office before becoming effective. If not acknowledged within thirty (30) days, Contractor shall contact the City Procurement Office to assure the price increase request was received.

- C. The Contractor shall offer any published price reduction or if applicable to Contract, profit sharing price advantage to the City concurrent with its announcement to other customers. A price reduction or profit sharing price advantage may be offered at any time during the terms of an awarded Contract and shall become effective upon notice and acceptance. The City shall likewise take advantage of any special sales discounts offered to the general public, which exceed contracted price discounts extended to the City by the Contractor.
8. **Multiple Awards:** The City has a large number and variety of potential customer departments. In order to assure that any ensuing Contracts will allow the City to fulfill current and future requirements, the City reserves the right to award Contracts to multiple companies. The actual utilization of any Contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each Offeror.
9. **Turnaround Time:** Offeror must be capable of providing a work completion turnaround time for requested delivery of materials and/or services within the time stated in this Request for Proposal. Turnaround time is defined as the time frame beginning with the Contractor being notified of a need by the City and ending with the delivery of the work in completed form back to the City within the specified time. Proposal shall provide any required pick-up and delivery as part of the proposed price response to the City.
10. **Change Order:** The City Procurement Office reserves the right to execute change orders reflecting a quantity increase within ninety (90) days from Contractor's initial delivery date. No change order will be executed outside of the scope of the City's Request for Proposal and the Contractor's Proposal and price response.
11. **Brand Names:** Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and establishing the quality level, design and performance desired. Such references are not intended to limit or restrict proposal Offers by other Offerors but are intended to establish the quality, design or performance, desired by the City. Any Offer, which proposes like quality, design or performance, will be considered.
12. **Insurance:**
- A. **Insurance Required:** Prior to commencing services under this Contract, Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries (including death) to persons and damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, subcontractors, or sub-subcontractors. For Bidders with self-insurance, proof of self-insurance with minimum limits expressed below must be submitted on proper forms for evaluation prior to award of Contract.
- A Contract Award Notice or Purchase Order will not be issued to a Vendor until receipt of all required insurance documents by the City Procurement Office with such documents meeting all requirements herein. In addition, before any Contract renewal, all required insurance must be in force and on file with the City Procurement Office. Contractor must submit required insurance within ten (10) calendar days after request by the City Procurement Office or the award may be rescinded and another Vendor selected for award.
- B. **Minimum Limits of Coverage:** Without limiting any obligations or liabilities, the Contractor, at its sole expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed or otherwise approved by the State of Arizona, Department of Insurance and with forms satisfactory to the City. Each insurer shall have a current A.M. Best Company, Inc., rating of not less than A-. Use of alternative insurers requires prior approval from the City.

- i. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

a. Commercial General Liability

Commercial general liability insurance limit of not less than \$1,000,000 for each occurrence, with a \$2,000,000 general aggregate limit. The general aggregate limit shall apply separately to the services under this Contract or the general aggregate shall be twice the required per claim limit. The policy shall be primary and include coverage for bodily injury, property damage, personal injury, products, completed operations, and blanket contractual coverage, including but not limited to the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as insurance service officer policy form CG2010 11/85 edition or any replacement thereof.

In the event the general liability policy is written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of the services as evidenced by annual certificates of insurance.

Such policy shall contain a "severability of interests" provision.

b. Worker's Compensation

The Contractor shall carry worker's compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of services; and employer's liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit.

In case services are subcontracted, the Contractor will require the subcontractor to provide worker's compensation and employer's liability to at least the same extent as provided by Contractor.

c. Automobile Liability

Commercial business automobile liability insurance with a combined single life or bodily injury and property damages of not less than \$1,000,000 per accident regarding any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor services. Coverage will be at least as broad as coverage Code 1 "any auto". Insurance Service Office policy form CA0001 Y87 or any replacements thereof. Such coverage shall include coverage for loading and unloading hazards.

- C. Additional Insured. The insurance coverage, except for workers compensation and professional liability coverage, required by this Contract, shall name the City, its agents, representatives, directors, officials, employees, and officers, as additional insureds, and shall specify that insurance afforded the Contractor shall be primary insurance, and that any insurance coverage carried by the City or its employees shall be excess coverage, and not contributory coverage to that provided by the Contractor.

- D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted by the City. Failure to do so shall constitute a material breach of this Contract.

- E. Primary Coverage. Contractor's insurance shall be primary insurance to the City, and any insurance or self insurance maintained by City shall be excess of the Contractor's insurance and shall not contribute to it.

- F. Claim Reporting. Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect City.
- G. Waiver. The policies, including workers' compensation, shall contain a waiver of transfer rights of recovery (subrogation) against City, its agents, representatives, directors, officers, and employees for any claims arising out of the work or services of the Contractor.
- H. Deductible/Retention. The policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self insured retentions shall not be applicable with respect to the coverage provided to City under such policies. Contractor shall be solely responsible for deductible and/or self-insurance retention and City, at its option, may require Contractor to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- I. Certificates of Insurance. Prior to commencing work or services under this Contract, Contractor shall furnish the City with certificates of insurance, or formal endorsements as required by the Contract, issued by the Contractor's insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Contract are in full force and effect. Such certificates shall identify this Contract number or name and shall provide for not less than thirty (30) days advance notice of cancellation, termination, or material alteration. Such certificates shall be sent directly to: Contract Administrator, City of Tempe, P. O. Box 5002, Tempe, AZ 85280.
- J. Copies of Policies. City reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the above policies and/or endorsements. City of Tempe shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of, City's right to insist on strict fulfillment of Contractor's obligations under this Contract.
13. Payments - After Monthly Statement: Payment in full shall be made to the Contractor within thirty (30) days after receipt and approval of monthly-itemized statement by the City, unless terms other than net thirty (30) days are offered as a discount at the City's sole discretion.
14. Job Site Requirements and Clean-Up: Contractor agrees and covenants to adequately protect the work site, adjacent property and the public in all phases of the work and/or services provided herein. Contractor shall be solely responsible for all damages or injuries due to action or neglect pursuant to this section. Contractor shall maintain access to all phases of the Project pending inspection by the City or its agent. Contractor hereby agrees to the following as to the job site:
- A. Continually keep the job site free from debris, waste and accumulation of materials;
 - B. Immediately clean up any oil, fuel or chemical spills and take any and all remediation necessary;
 - C. Keep machinery clean and free of weeds and debris;
 - D. Remove all construction stains, smears and debris from finished surfaces;
 - E. Perform site preparation to limit the spread of weeds, debris and other nuisances prior to submission of final invoice to the City; and,
 - D. Remove all equipment, materials, tools and Contractor's personal property prior to submission of final invoice to the City.

15. **Performance Security:** The Contractor shall be required to furnish non-revocable security binding the Contractor to provide faithful performance of the Contract in the amount of one hundred percent (30%) of the total Contract price payable to the City of Tempe. Performance security shall be in the form of an irrevocable letter of credit, performance bond, certified check or cashier's check pursuant to A.R.S. Title 34, Chapter 2, Article 2. This security must be in the possession of the City of Tempe Procurement Office within the time specified or within ten (10) days after notice of award if no period is specified. If the Contractor fails to execute the security document as required, the Contractor shall be found in default and the Contract terminated by the City.
16. **Responsibility for Work:** The contractor shall properly guard, protect, and take every reasonable precaution necessary against damage or injury to all finished or partially finished work due to weathering action by the elements or from any other cause, until the entire portion of their respective contract obligation is completed and accepted by the City of Tempe. The contractor(s) shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work before final acceptance at no cost to the City of Tempe. Partial payment for any completed portion of work shall not release the contractor(s) from such responsibility.
17. **Sub-Contractor(s):** The City of Tempe reserves the right to approve all sub-contractor(s). Contractor is responsible for all actions of sub-contractor(s). Contractor shall name sub-contractor(s) as additionally insured, in addition to the City of Tempe on all required insurance documents.

Scope of Work Parks and Facilities

The City of Tempe ("City") is seeking proposals to establish a contract(s) for Clean Up Services at City Parks and Facilities. The term of any resulting contract shall be for one (1) year with renewal options as provided for in the Special Terms and Conditions section of this Request For Proposal ("RFP").

The City reserves the right to award to one or multiple vendors by individual line item, by group of items, or as a total, whichever is most advantageous to the City. The park rest rooms facilities will be evaluated separate from the City parks and facilities and may be awarded together or separately. Offerors may submit a proposal for both the parks and facilities and restrooms or for just one of these categories.

Mandatory Pre-Proposal Conference And Site Visits

A mandatory Pre-Proposal Conference shall be held for the purpose of answering questions. Due to the nature of the Scope of Work and the specific standards required by the City, no proposal will be accepted from an offeror who fails to attend the Pre-Proposal Conference. Offerors shall be required to sign-in at the Pre-Proposal Conference as official proof of their attendance.

MANDATORY PRE-PROPOSAL CONFERENCE SCHEDULE

Time: 8:30A.M. Local Time

Date: Tuesday, April 21, 2009

Location: City Council Chambers, 31 E. 5th Street, Lower Level, Tempe, AZ 85281

Site Visits

Due to the large number of areas covered by this contract, site visits are recommended. Site visits should be conducted to allow prospective offerors to examine the physical conditions that will be encountered in performing services required under this contract.

It will be the Offeror's responsibility to examine each site and to be familiar with the general conditions of the site and its appurtenances and amenities. Offerors shall be deemed to accept the conditions and necessary work at any site for which they submit a proposal.

MSDS

Material Safety Data Sheets (MSDS) of all products/materials used while performing work related to this contract are required to be kept on file at all times and within the Contractor's vehicles while performing work under this contract.

GENERAL REQUIREMENTS

Contractor Employees and/or Sub-Contractor(s)

1. The following are the Contractor's employee requirements:
 - A. It is preferred the Contractor, or its employees, have some park/facility cleaning experience.
 - B. The Contractor shall provide adequate staffing to perform the required services during the prescribed times.

- C. Any persons employed by the Contractor or any Sub-contractor(s) who, in the opinion of the City representative (defined as a Custodial Supervisor; Parks and Golf Course Supervisor; Parks and Golf Course Coordinator; or Parks and Recreation Manager or Deputy Manager, or designee), do not perform their work in a proper and skillful manner, or are intemperate or disorderly, shall, at the written request of the City representative be removed from the work by the Contractor or Sub-contractor(s) employing such persons. These persons shall not be employed again in any portion of the work without the approval of the City representative.
- D. The Contractor or Sub-contractor(s) shall defend, indemnify and hold the City and its officers, officials and employees harmless from damages or claims for compensation that may occur in the enforcement of this section.
- E. The City reserves the right to mandate staffing levels.

2. **Minimum Experience Requirements**

The City requires the Contractor to provide a labor force consisting of:

- A. One (1) Maintenance Supervisor who has a minimum of one (1) to three (3) years experience performing relevant clean up tasks. Such Maintenance Supervisor shall be able to effectively read, write, and speak the English language.
- B. The Maintenance Supervisor will be responsible for a sufficient number of work teams and vehicles to complete the Scope of Work specified in this contract.

Failure to comply with the above-stated requirements shall result in a deduction of One Hundred Dollars (\$100.00) per occurrence per day, per employee from the City payment made to the Contractor.

3. **Contractor Employee Conduct and Dress Code**

The Contractor's employees shall maintain proper conduct at all times while on City property. Employees shall respect other personnel at the work site. Abusive language, ethnic and racial slurs, sexual comments and jokes, shouting, and gestures toward other personnel will not be tolerated. Any such occurrence will result in immediate disciplinary action with the possible dismissal of that employee.

No one except authorized employees of the Contractor is allowed on the premises of the City. Contractor employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor. The failure of the Contractor to meet this requirement will result in permanent removal of the Contractor's employee(s) who is/are violating this provision and performing work at the City sites. The Contractor must furnish the City a current employee register upon the issuance of this contract and must update the register every six (6) months thereafter. This register must contain the Name, Social Security Number, Phone Number, and Address of each employee.

Employees must be neatly dressed with badges or uniforms that identify them as employees of the Contractor and wear required safety apparel outlined in this contract.

Failure to comply shall result in a deduction of One Hundred Dollars (\$100.00) per occurrence per day per employee from the City payment made to the Contractor.

Safety, Health and Sanitation

The Contractor shall be fully responsible for the safety of its employees, the public and property in connection with the performance of the work covered by this contract. The Contractor shall provide all safeguards, safety devices and protective equipment and be responsible for taking any needed actions to protect the life and health of its employees and the public during work activity. The Contractor shall also take any necessary actions as directed by the City representative to reasonably protect the life and health of employees on this job and others coming into contact with the job site. The City representative shall be notified immediately of any unsafe or undesirable conditions in the work areas.

Precaution shall be exercised by the Contractor at all times for the protection of persons (including employees) and property. The Contractor shall comply with the provisions of all applicable laws, pertaining to such protection including all Federal and State Occupational Safety and Health Acts, and Standards and Regulations promulgated hereunder.

Safety Apparel Used by Contractor Employees/Staff

Contractor's employees shall be required to wear safety apparel (i.e., foot, hand, eye, face protection, and similar gear) and appropriate clothing such as long pants and long sleeve shirts when using landscape equipment including, but not limited to sweepers, blowers, and similar equipment. Monitoring of safe work performance will be performed by the City representative.

Use of Safety Vests and Orange Colored Shirts

The Contractor will follow the Tempe City code on the use of high visibility vests and clothing as specified below:

The Tempe City Code addresses this matter in Section 29-4, entitled, Working within right-of-way.

- A. For the purposes of this section, the following words or phrases shall have the meanings respectively ascribed to them by this subsection:
 - i) *Motor vehicle* means any vehicle required to be licensed or registered under the laws of the state.
 - ii) *Protective devices* include, but are not limited to, orange vest (daytime), reflectorized orange vest (nighttime), traffic cones, barricades, flashing lights, flares and any other traffic-control device as required by the city.
 - iii) *Right-of-way* means all of that property used as a traveled portion of public roadways for motor vehicles lying between the exterior boundary lines of any area granted to or received by the city by grant, gift, easement, deed, dedication or operation of law for street purposes.
 - iv) *Worker* means any person whose duties cause his presence in the right-of-way.
- B. No person shall perform any work within the right-of-way until he is properly equipped with protective devices.
- C. Any person violating any of the provisions of this section shall be guilty of a misdemeanor and punishable as set forth in § 1-7 of this code. (End of Code Section)

Following are a list of circumstances relative to the use of orange vests and/or orange shirts:

- i) Orange shirts are acceptable for daytime use providing the color is still bright and crisp and the Contractor's employee is not working in the right-of-way. It is up to each of the Contractor's supervisors to determine whether the color is still appropriate or not.

- ii) Orange shirts are not recommended for those who are qualified and certified to direct traffic. Those who have received training to manually direct traffic from the Tempe Police Department are called Manual Traffic Directors. When directing traffic, orange vests are required for higher visibility. This also applies to certified flaggers at flagger stations. These persons do not direct traffic in the roadway. They are off the traveled portion of the roadway, behind barricading and stationary at an identified flagger station. However, vests and hardhats are required for higher visibility.
- iii) Reflectorized vests, that meet American National Standards Institute (ANSI) standards, are to be worn when performing any work related activity within the public rights-of-way during the hours from dusk to dawn (sunset to sunrise). (The latest city approved vests meet the current ANSI standards)
- iv) These requirements apply to all persons; city personnel (including personnel of the police and fire departments), Contractors, utility companies and any sub-Contractor or employee hired to perform work within public rights-of-way. Keep in mind that public rights-of-way includes, not only the roadway itself, but also the sidewalk and usually three (3) feet to eight (8) feet or more of landscape area behind the sidewalk.
- v) At such times that the Contractor's supervisors or crew leaders are visiting a job site for just a few minutes or more, to talk with fellow coworkers, an orange vest, with or without reflectors depending on the time of day, is required when such person exits his or her vehicle.

Manual Traffic Directors

Manual Traffic Directors- If the Contractor is in need of manual traffic directors, then it is imperative that such training be made available. Otherwise, the only other approved means for directing traffic is by using an off-duty uniformed police officer paid for by the Contractor and who has been scheduled to accompany the Contractor's work. Some examples where manual traffic directors will be required are as follows:

- A. To assist in getting construction equipment in and out of a job site adjacent to the traveled portion of the roadway.
- B. To direct traffic during a water main break, a hazardous waste spill, or any other emergency.
- C. To be used in place of police officers who are mandatory whenever manual control of traffic is necessary and such control cannot be done by flaggers from the edge of the roadway.

Traffic Control

All traffic shall be regulated in accordance with the MAG Specifications; the City of Phoenix Barricade Manual, latest edition, with City of Tempe revisions (available through the City of Tempe Transportation Division at 480-350-8219); the Manual on Uniform Traffic Control Devices (MUTCD); and any Special Provisions included herein.

The Contractor shall designate an American Traffic Safety Services Association (ATSSA) certified individual who is well qualified and experienced in construction traffic control and safety, to be responsible for implementing, monitoring, and altering traffic control measures as necessary to insure that traffic is carried through the work area in an effective manner and that motorists, pedestrians, bicyclists, and workers are protected from hazards and accidents. At the same time, the City shall designate a representative who will be responsible to see that all traffic control and traffic control alternations are implemented per these traffic control specifications.

The Contractor shall have the full responsibility and liability for traffic control for this project. The Contractor shall submit a Traffic Control Plan to Transportation for approval one week prior to beginning work under this contract. It shall be noted that traffic under this contract shall include all motor vehicles, bicyclists, and pedestrians. No work shall be performed along a roadway during peak traffic days and times.

It may be necessary to alter traffic control as approved by the City of Tempe Transportation Department. Alterations to traffic control shall be in accordance with the latest edition of Part VI of the Manual on Uniform Traffic Control Devices; "Traffic Control for Streets and Highway Construction and Maintenance Operations," the latest edition of the ADOT Traffic Control Manual; or the City of Phoenix Barricade Manual, latest edition, with City of Tempe revisions as adopted by the City of Tempe. The most restrictive manual shall apply.

No measurement will be made for traffic control. No payment will be made for traffic control. The cost thereof shall be included in the price bid. In the event the Contractor damages any traffic signal equipment, traffic signal conduit, and/or circuits, he shall have them repaired immediately at his expense by an electrical contractor that has had traffic signal experience which is pre-approved by the City. Any damage repaired by the City will be billed to the Contractor at twice the City's cost.

The Contractor shall notify all adjacent or affected residents or businesses at least 48 hours in advance of any street, alley, sidewalk, and driveway closures and make suitable arrangements to have all vehicles moved to a satisfactory location outside the closed area. Pedestrian access shall be maintained along the length of the project at all times per the requirements of the ADA and as approved by the City of Tempe Transportation Division.

Speed limits shall be strictly enforced.

City Furnished Materials, Products and/or Equipment

The City shall provide trash liners with a value of up to \$20,000 annually based on current use, unless the Contractor can justify an amount in excess of this value. Materials, products and/or equipment furnished by the City will be delivered or made available to the Contractor(s) when necessary. Contractor(s) will be held responsible for all materials and/or equipment accepted by them and will make good any shortages, deficiencies or damages that may occur after such acceptance.

Protection and Restoration of Property

The Contractor(s) shall be responsible for all damage or injury to public or private property of any character, during the prosecution of the work resulting from any act, omission, neglect, or misconduct in its manner or method of executing the work or at any time due to defective work or materials. The Contractor(s)' responsibility will not be released until the project has been completed and accepted.

If damage is caused by the Contractor(s), the Contractor shall restore at no costs to the City, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or they shall make good such damage or injury in an acceptable manner. Further payments will be withheld until the City has inspected the corrected damage or injury and has signed-off the completion and acceptance.

Methods and Equipment

All work persons shall be competent and have sufficient skill, knowledge and experience to perform all work properly and satisfactory. Any persons employed by the Contractor or any subcontractor who, in the opinion of the City, do not perform their work in a proper and skillful manner, or is intemperate or disorderly, shall at the written request of the City be removed from the work by the Contractor or subcontractor employing such persons. These persons shall not be employed again in any portion of the work without the approval of the City. The Contractors or subcontractors shall keep the City of Tempe harmless from damages or claims for compensation that may occur in the enforcement of this Section. All persons employed under this contract must read and understand the English language.

All equipment that is proposed to be used on the job shall be of sufficient size and in such mechanical condition as to meet the requirements of this work and to produce a safe and satisfactory quality of work. Equipment used on any portion of the project shall be such that it will not damage property adjacent to this work area.

Inspection

The City reserves the right to reject all work that does not meet the minimum requirements of this RFP during or after the completion of the work.

Intermittent inspection by the City or its representatives, or failure to provide inspection, does not relieve the Contractor of his/her responsibility to perform the work in accordance with these specifications.

Traffic Operations on Roadways/Thoroughfares

Any and all work carried out on adjacent roadways and thoroughfares will use the appropriate traffic barricading as set forth in the City of Phoenix TRAFFIC BARRICADE MANUAL published by the Street Transportation Department as adopted by the City of Tempe. Any and all work must comply with the safety standards set forth in ANSI. All traffic control and lane closures shall be presented as a written plan to City of Tempe Traffic Engineering (480-350-8219) of the Transportation Division. No work shall be performed along a roadway during peak traffic days and times.

Short term operations are allowed under Chapter 9 of the City of Phoenix Traffic Barricade Manual; however, the City of Tempe has revised this policy to allow for short duration work up to thirty (30) minutes.

Non-compliance of any safety or related items within this contract will result in a deficiency of performance deduction of a minimum of \$100 from the City payment made to the Contractor.

Vehicle Identification

The Contractor shall use trucks and vehicles licensed for use on public streets. Trucks/vehicles maximum weight shall not exceed one (1) ton and shall only be driven on sidewalks when possible. Trucks/Vehicles shall be equipped with at minimum a strobe light. Required signage includes Contractor's company name and/or logo to be apparent as to the nature of the business of the occupant of the vehicle. Signage will appear on the right and left sides of the vehicle. All vehicles that are used to transport materials and equipment used in performing the work of the contract will have this proper signage. The City representative will approve proper identification of vehicles during the life of the contract.

Equipment and Vehicles

The Contractor shall provide and maintain during the entire period of this contract, equipment and trucks/vehicles sufficient in number, in operational condition and capacity to efficiently perform the work in a safe manner and render satisfactory quality and timely services required by this contract. All Contractor employees shall be competent and have sufficient skill, knowledge and experience in the operating such equipment and trucks/vehicles properly and satisfactorily. Equipment and trucks/vehicles used on any portion of the contracted areas shall be such that they will not damage site property or property adjacent to the work areas. The City reserves the right to mandate equipment and truck/vehicle needs.

The Supervisor shall each have a truck/vehicle at all times while on the job site in order to efficiently and effectively perform the assigned duties listed in the "Maintenance Requirements".

All trucks/vehicles must be maintained in good repair, appearance, and sanitary condition at all times. Truck beds and trailers shall be tight and have enclosed sideboards and covered tops capable of containing the refuse collected. Equipment, machinery, component or system failures that affect the safe operation of any equipment shall be corrected prior to usage.

The Contractor's trucks/vehicles and mobile equipment shall be clearly identified with the Contractor's name and/or logo and identification number. Contractor shall provide a list of equipment and vehicle with related identification numbers.

ADMINISTRATIVE REQUIREMENTS

Hours of Operation

The Contractor's normal work hours shall include hours from dawn to 3:00 p.m., Monday through Sunday, unless otherwise specified. Clean up services for Mill Avenue shall begin at 3 a.m. and end no later than 5 a.m. daily. Other locations may require the Contractor complete the clean up task prior to Park ramada reservations. The City will provide the Contractor with a copy of the ramada reservations on a weekly basis. The Contractor shall perform work at such times as to minimize disturbance or interference to residents and to pedestrian or vehicle circulation. Examples are early morning blowing or similar activities. Contractor shall have staff available to work during the following City observed Holidays, unless otherwise changed by the City representative: New Year's Day, Martin Luther King's Birthday, Presidents' Day, Ceasar Chavez Recognition Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday following Thanksgiving Day, and Christmas Day. In addition, Contractor shall have staff available on Easter Sunday. Contractor shall have sufficient number of staff members available to work during *heavy use Holidays* which include Easter Sunday and Monday, Independence Day, Memorial Day and Labor Day.

Any changes in the days and hours of service shall be subject to approval by the City. The Contractor shall perform work in accordance with pre-approved schedules during City business or non-business hours, depending on the needs of the contracted area where work is performed. Changes in schedule by the City may be made with five (5) business days advance written notice to the Contractor. The Contractor must notify the City's representative of any problems or service interruptions within twenty-four (24) hours or by the next business day. Unavoidable service disruptions may be made up subject to the sole discretion of the City's representative. Costs associated with services that cannot be made up shall be subject to action provided for herein. Repeated service interruptions without justification or approval of the City's representative(s) shall be subject to action provided for herein.

Certain maintenance tasks may have time restrictions or extended time requirements.

Emergency Contact/Urgent/Service Requests

Contractor shall furnish on-call emergency services, twenty-four (24) hour a day, *when necessary*. The Contractor shall respond to all requests for on-call emergencies within one (1) hour after notification by a City representative. In the event Contractor owned repair parts are used to for an emergency repair, Contractor will be reimbursed at a fair and reasonable price for those parts. All emergency repair labor will be reimbursed at the Contract Emergency Labor Rate.

Contractor shall respond to urgent requests within 24 hours of notification during regular hours of operation. Contractor shall respond to all other services as scheduled.

Performance During Inclement Weather

During the periods that excessive rainfall hinders normal operations, the Contractor shall adjust its workforce to accomplish those activities that are not affected by weather. The prime factors in assigning work shall be the safety of the workforce and damage to landscaping. During periods of excessive rainfall, the Contractor shall remove water from area drains, remove minor silt and debris from perimeter areas and keep all draining areas clear and in operating condition.

Any change in the work plan, due to inclement weather, shall be immediately reported to the City representative and the Contractor shall identify when the work will be made up on the nearest available weekend. The Contractor shall make every effort to make up the work. If the Contractor is unable to accomplish the make up work within a reasonable amount of time, the Contractor shall submit the reason(s) in writing to the City representative and specify that the next monthly invoice will reflect a reduction of payment for each day missed and not made up.

Communication

All of the Contractors' supervisors shall have a portable personal communication device capable of transmitting and receiving telephone from the City representative and shall respond within thirty (30) minutes.

Schedules/Plans/Reports

All schedules, plans and reports shall be delivered to the City representative within the times indicated below at the location specified by the representative.

Annual Work Schedule

All work shall be completed on the day scheduled and shall be performed with the highest standards. All schedules and work plans shall be pre-approved by the City representative. Failure to complete the work as scheduled or as indicated in the Maintenance Requirements shall result in a reduction in payment as specified in this Contract.

The Contractor shall, within ten (10) working days after the effective date of the Contract, and if applicable each year the contract is renewed, submit an Annual Work Schedule to the City representative for review and approval. Said work schedule shall be based on a twelve (12)-month calendar identifying and delineating the time frames for the required work.

The Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the City representative for review, and approval, within five (5) working days prior to the scheduled time for the work.

At the discretion of the City representative, monthly meetings (or at an increased frequency if deemed necessary by the City) between the Contractor and the City representative may be scheduled to determine progress and address any changes in schedules, problem areas, and similar concerns. Changes or variations in scheduling may be necessitated by City special events or other activities. The Contractor shall adapt any or all schedules to the City's requests.

Monthly Inventory Usage Report

The Contractor shall submit Monthly Inventory Usage reports outlining the total number of trash liners used in the month for each site. The Monthly Inventory Usage report will be developed by the Contractor and submitted to the City representative by the 5th day of the following month. No monthly invoices will be authorized for payment until the City representative has reviewed and approved said Monthly Inventory Usage report. All forms and schedules shall be in a format approved by the City.

Other Reports

The Contractor shall complete and retain (also refer to the Audit Billing Reports section of this contract) other reports/logs as required by the City, County, State and/or Federal Government (including OSHA) laws, ordinances, codes, and regulations.

Periodic Inspections

Upon request, the Contractor or its representative will walk the contracted areas with the City representative for the purpose of determining compliance with the contract specifications or to discuss required work. The Contractor's representative must be authorized to sign documents and make changes to the work. Typically, the inspections require the presence of, at a minimum, the Supervisor.

Accident Reporting

The Contractor shall immediately notify the City representative of any accident, regardless of whether or not injury or damage is evident, involving the public and the Contractor's employee, vehicles, and/or equipment. The Contractor shall provide all written reports and/or documentation requested by the City. Non-compliance will result in a deficiency of performance deduction of a minimum of One Hundred Dollars (\$100.00) from the City payment made to the Contractor.

Damage Caused by Contractor; Protection and Restoration of Property

The Contractor shall be responsible for all damage or injury to public or private property of any character, during the prosecution of the work resulting from any act, omission, neglect or misconduct in its manner or method of executing the work or at any time due to defective work or materials or unacceptable work standards. The Contractor's responsibility will not be released until the correction identified by the City representative has been completed and accepted.

If damage is caused by the Contractor or its employees or sub-Contractors, the Contractor shall restore at no costs to the City, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed by the City representative, or the Contractor shall make good such damage or injury in an acceptable manner. Further payments by the City to the Contractor will be withheld until the City representative has inspected the corrected damage or injury and has signed-off on upon completion and acceptance.

Such repairs or replacements shall be completed within the time limits specified by the City representative. The following items below include, but are not limited to, such repairs or replacement within specific time limits:

- A. Irrigation damage shall be repaired or replaced within one watering cycle or forty-eight (48) hours.
- B. All damage to shrubs, trees, turf or ground cover shall be repaired or replaced within five (5) working days.

All repairs or replacements shall be completed in accordance with the following maintenance practices:

- A. Trees: Minor damage, shall be subject to replacement with a tree comparable in species and size, as approved by the City representative.
- B. Shrubs/Plants: Minor damage, such as shrub and plant material lost shall be subject to replacement with a shrub or plant comparable in species and size, as approved by the City representative.
- C. Appurtenances: All damage caused by the Contractor to components of the property or grounds, including, but not limited to, garbage containers, benches, picnic tables, permanent chairs, irrigation heads, valves, valve boxes, controller boxes, concrete walks, railings, fencing, and gardens, shall be corrected at the Contractor's sole expense.

Repairs and Extra Work

When repairs and extra work are deemed necessary, the Contractor shall complete the Repairs and Extra Work Cost Estimate form for review and approval by the City representative. The cost estimate must contain a FIRM price for labor, materials and equipment. The City Representative MUST approve deviation from the estimated cost of materials, which results in an increased cost, in writing. The material cost quoted on the cost estimate form shall reflect the TOTAL cost for the materials (material tax, freight, handling, and any other such costs). No work shall begin until the cost estimate is approved by the City representative. In case of emergency repairs, the City representative may grant verbal approval for the Contractor to proceed. Employees performing routine work shall NOT be interrupted and used on repairs and extra work for which the Contractor is to receive supplemental pay under this section. When extra work to be performed consists of a crew of employees, a Supervisor may be required.

Equipment rate shall be per day and shall include required hand tools, small to large power equipment, landscape maintenance equipment; but shall NOT include travel time to and from the job site.

Additions/Deletions/Changes in Service

The City reserves the right to make additions, deletions and revisions to and/or otherwise modify maintenance specifications or services to be provided under the Scope of Work in this contract. In the event additional or lessened services are required by the City for newly-developed or removed areas, the City may increase or decrease the Contractor's services. The contracted monthly invoiced amount will reflect the changes. Any said changes shall be presented by the City's representative along with the effective date of the change. All payments will be adjusted on a prorated basis.

This RFP includes the estimated acreage, square footage or count of areas to be maintained by Section Number for both the North and South Tempe areas. After the effective date of this contract, the Contractor or City representative may submit a written request to change the acreage, square footage, count of areas, service levels, or similar service changes for one (1) or more area Section Number(s) listed. Both the Contractor and City representative shall confirm and approve any increase/decrease or changes in services. Any change shall be approved by the Department Manager or such Manager's designee. The increase/decrease or changes in services will not become effective until the City accepts and issues an official contract modification notice containing the revised acreage, square footage, count of areas or services for each area Section Number, if applicable. All payments shall be adjusted on a prorated basis.

Construction Activity & Maintenance Functions

In the event that construction activity prevents, or limits, the Contractor from performing certain maintenance operations, the City, at its discretion, may remove, temporarily or permanently, the affected areas, or maintenance functions, from the contract and the contract price shall be reduced pro rata as of the date the change became effective. The City may also request the Contractor to modify maintenance operations, perform other maintenance operations or perform additional frequencies of other maintenance operations, in lieu of reducing the Contractor's payment.

Audit Billing Records

The Contractor shall retain, and shall contractually require each sub-contractor to retain, all books, accounts, reports, files and other records relating to the acquisition and performance of the contract for a period of five (5) years after the completion of the contract. All such documents shall be subject to inspection and audit by the City. Upon request, a legible copy of any or all such documents shall be produced at the offices of the City Auditor or City Procurement Office.

Contract Enforcement

The Contractor or its authorized representative shall meet on the site at least once a month, or more, at the discretion and convenience of the City, with the City representative for a walk-through inspection and to address any problems or other issues. All scheduled and periodic maintenance functions shall be completed prior to this meeting.

The City reserves the right to perform inspections at any time for the purpose of monitoring performance. The Contractor shall cooperate with the City, County, State, and Federal representative(s) in the review and monitoring of Contractor's performance, records and procedures. At the request of the City, the Contractor, or its appropriate representative, shall attend meetings and training sessions, as deemed necessary by the City, for the purposes of orientation, information, amendments to the contract and descriptions of City policies and procedures. In the event the City commences legal proceedings for the enforcement of the contract, and is the prevailing party, the City shall be entitled to an award of attorney's fees and costs incurred in the action.

Payment Deductions

If the City determines the Contractor deficiently performed, incompletely performed or did not perform any portion of the duties outlined (including the failure to meet the General Specifications) within the time specified, the City will give notice by issuing a Performance Deficiency, Incompletion or Non-Performance Report (Report) to the Contractor to correct the deficiency, incompletion or non-performance. The Contractor shall then complete the required performance within the time stated on the Report. If the Contractor fails to correct the deficiencies within the specified time frames detailed in the Report, a reduction of payment of line items will be as follows:

- A. If the deficiency, incompletion or non-performance is corrected within the established time limit upon the first notification, then, no reduction in payment will occur.
- B. If the deficiency, incompletion or non-performance is corrected within the established time limit upon the second notification, then a twenty-five percent (25%) reduction of the line item bid amount shall be deducted from the payment, made by the City to the Contractor, with a minimum sum of One Hundred Dollars (\$100.00) deducted.
- C. If the deficiency, incompletion or non-performance is not corrected after the second notification, the City may: (a) Adjust the payment by 100% of line item bid amount (no payment will be made by the City to the Contractor for the line item), with a minimum sum of One Hundred Dollars (\$100.00) deducted, or (b) upon five (5) days notice to the Contractor for failure to correct the deficiency, incompletion or non-performance, the City may correct the deficiencies, incompletion or non-performances and the costs incurred by such completion of the work by an alternate source, whether it be City forces or another Contractor, shall be deducted from the payment made by the City to the Contractor, as determined by the City, with a minimum sum of One Hundred Dollars (\$100.00) deducted.

The action above shall not be considered a penalty, but as an adjustment of payment to Contractor to recover a portion of the City costs due to the failure of the Contractor to complete or comply with the provisions of this contract. In addition to the remedies provided above, the City may cancel the contract as specified under "Special Terms & Conditions."

Contractor's Non-Compliance/Non-Performance

If the Department Manager or such Manager's designee does not approve of the performance of the Contractor, such Manager may require a formal written report from the Contractor. Based on the formal written report and other facts the Manager may gather, the Manager may determine that the Contractor has not performed the work satisfactorily, and the Contractor may not be paid for the period of "non-compliance," pro-rata for each day of non-compliance based on the total contract amount divided by the working days available.

In case of termination by the City for non-performance, the City will file a claim against the Contractor's performance bond and may hire another Contractor for any work not completed at the time of termination and the Contractor shall pay for such work.

If a default situation occurs as a result of the Contractor's non-performance and/or non-compliance to the specifications and requirements herein or any other work applicable under this contract, Contractor agrees that the City may withhold payment or partial payment of any and all invoices submitted by the Contractor for such period. This provision shall have no effect on any other rights the City may have under this contract.

Description of Deficiencies, Incomplete Performance and Non-Performance

The City representative will advise the Contractor verbally and in writing each time performance is unsatisfactory and corrective action is necessary.

- A. Performance deficiencies - Some examples include: failure to comply with the requirements of the conditions of this contract, including, but no limited to, the required Scope of Work, reports, schedules and/or directives from a City representative or performing the work within the scheduled time frame. Deductions in payment by the City to the Contractor of a minimum of One Hundred Dollars (\$100.00) up to Two Hundred and Fifty Dollars (\$250.00) per instance per workday or 100% of the line item bid amount per instance per month.
- B. Failure to provide adequate work teams or equipment resources in compliance with Scope of Work. Deductions in payment by the City to the Contractor of a minimum of One Hundred Dollars (\$100.00) up to Two Hundred and Fifty Dollars (\$250.00) per instance per workday.
- C. Failure to protect public health and/or correct safety concerns, including but not limited to inspecting City property for hazards, responding to emergencies/urgent requests or providing adequate traffic control measures. Deduction in payment by the City to the Contractor of a minimum of One Hundred Dollars (\$100.00) and up to Two Hundred and Fifty Dollars (\$250.00) per occurrence.
- D. Failure to perform maintenance task, including but not limited to: remove and properly dispose of trash liners; pick-up trash/litter/debris; dispose of trash/litter/debris not resulting from this contract or similar task. Deduction in payment by the City to the Contractor of a minimum of One Hundred Dollars (\$100.00) and up to Two Hundred and Fifty Dollars (\$250.00) per occurrence or 100% of the line item bid amount per instance per month.
- E. Failure to comply with conditions, specifications, schedules and directives from the City representative or Department Manager. Deduction in payment by the City to the Contractor of a minimum of One Hundred Dollars (\$100.00) and up to Two Hundred and Fifty Dollars (\$250.00) per occurrence.

Temporary Suspension of Work

The Department Manager or the Manager's designee shall have the authority to suspend work by the Contractor, wholly or in part for such period as necessary due to unsuitable work conditions, failure of Contractor to carry out directions, unsafe or hazardous conditions, or failure to perform in accordance with the provisions of this contract.

The Contractor shall request permission of the City representative, during City business hours, to temporarily suspend work wholly or in part for such period as necessary due to unsuitable, unsafe, or hazardous work conditions or failure of the City to notify the Contractor of changes in locks, security codes or access to contracted areas being maintained/cleaned.

MAINTENANCE REQUIREMENTS

General Landscape Clean-up

Every area will be policed and free of trash, litter, and debris as scheduled. Each area, delineated by the City representative, will have the trash liners in the trash cans and other large unsightly trash, litter and debris removed and disposed from each site as scheduled. The City will provide the trash liners.

- A. Trash, litter and debris includes all large, unsightly/noticeable items throughout the site grounds including, but not limited to bottles, paper, tree limbs, branches, clothing or similar items. The entire site and area around the trash container is to be free of trash, litter and debris. This also includes removal/disposal of broken glass discovered/seen around the trash barrel, sidewalk, turf or other locations.

- B. Trash Can Liner Removal Standard Procedures:

- 1) Each trash can shall be checked as scheduled. Liner changes should occur when the can is over $\frac{1}{4}$ or $\frac{1}{2}$ of capacity or as directed by the City representative or if contents are deemed noxious. Remove and replace a trash liner when mosquitoes are present around the trash container especially after rainfall. Also, "Snow-coned" cans should be changed immediately.
- 2) Tie the top of the bag, then remove and place in vehicle. If a bag is too heavy, the trash can may be placed on its side and the bag removed if the can is free standing. Trash receptacles that are permanently mounted and are snow-coned or too heavy will need trash removed into a second bag to make them more manageable.
- 3) Remove any stray litter at the bottom of the can.
- 4) A small hole can be torn in the bottom of the bag to aid sprinkler water drainage or a hole in the side to prevent the empty bag from blowing out of the can during windy conditions. Permanently mounted cans with lids do not require these holes.
- 5) If a can does not need to be changed but does contain water, a leaf rake placed over the mouth of the can and the can tipped over will aid in draining the water while keeping any trash in the bag.

- C. Site Trash, Litter, and Debris Removal Standard Procedures:

- 1) Wear proper protective hand wear or tools when in contact with waste to avoid contamination dealing with sharp edges, such as broken glass or other sharps.
- 2) Moderate amounts of litter can be picked up with a hand clacker and five (5)-gallon bucket and then disposed of in a trash receptacle or vehicle. Work in a thorough pattern around the area, checking underneath/in shrubs/groundcover and behind walls.
- 3) Large amounts of trash over large areas can be pushed into piles using a blower, rake, or broom and scooped up with a shovel. Dispose of into a vehicle and/or trash bag(s).
- 4) Transient camps shall be reported to the City representative within forty-eight (48) hours.
- 5) Keep all storm drains clear of debris.

- D. All refuse strictly resulting from the maintenance operation within the contracted areas shall be disposed of by the Contractor in the areas designated by the City representative.

E. Protective equipment, hand tools and other equipment:

- 1) Latex or rubber gloves for contaminated waste should be used.
- 2) Hand Clackers and leather gloves should be used for broken glass or sharp objects.
- 3) Proper protective footwear that is puncture resistance should be worn at all times.
- 4) The use of a five (5)-gallon bucket with handle is recommended.
- 5) Push broom, leaf rake, and scoop shovel may be needed to perform clean up task.
- 6) Three (3) millimeter, fifty-five (55)-gallon black plastic trash can liners shall be used to replace trash liners removed from trash can. The City shall provide the trash liners.
- 7) Hand or backpack blower may be used to remove debris from sidewalks or other areas. The Contractor shall adhere to the statutory Air Quality Control Measures adopted relating to the use of backpack/leaf blowers.
- 8) Hazardous waste container is recommended for disposal of contaminated waste, such as needles, syringes or other sharps. Contractor shall comply with 29 CFR 1910.1030 Blood borne Pathogens.
- 9) Hand sanitizer is recommended.

Surfaces

All areas dressed with decomposed granite, soil areas, sidewalks, concrete areas, patios and similar areas shall be cleaned free of any trash, litter and debris as needed, but not less than the scheduled frequency. All ramada areas (including tables/seating areas) and sidewalks around courts, playgrounds, and building entry ways shall be blown as needed free of sand, granite, leaves or other similar debris to maintain safety and a clean appearance.

Mosquito/Pest Control Reporting

Contractor's employees shall remove and replace a trash liner when mosquitoes are present around the trash container. To prevent mosquito breeding, ensure all water remaining in the trash liner or container is removed. Also, the Contractor's employees shall report irrigation or rainwater that ponds and stands to help eliminate and prevent mosquito breeding on City property. In addition, the Contractor shall report the presence of pests within all contracted areas. Pests may include, but are not limited to ants, bees, insects, and other pests which burrow, crawl, fly, nest or otherwise reside within the contracted areas.

Erosion/Graffiti/Vandalism/Transient Camp Reporting/Repair

Erosion, graffiti, vandalism, transient camps or similar problems or damage caused by storms, traffic accidents and vandalism shall be reported to the City representative on the day observed. Problems from storm damage shall include sidewalk and roadway clearance. Disposal should be coordinated with the City representative if needed. For all other problems or damage, including acts of god, the Contractor shall report the issue to the City representative and may submit the Repairs and Extra Work Cost Estimate form.

Problems or damage caused by routine operation, or by the Contractor's employees or sub-contractor(s) and/or equipment, shall be the Contractor's responsibility to repair, at no cost to the City, as directed by the City representative and subject to the City representative's approval when the repair work is completed.

Performance Schedule for Service Level Standards
(Minimum Requirements)

Task		Service Level Standards				
		1	2	3	4	5
General Clean-up		Daily	4 to 5 Times Weekly	2 Times Weekly	1 Time Weekly	1 Time Bi-weekly
Remove all large, unsightly/noticeable items throughout the site grounds including, but not limited to bottles, paper, tree limbs or branches. The entire site and area around the trash container is to be free of trash, litter and debris. Keep all storm drains clear of debris. This also includes removal/disposal of broken glass discovered/seen around the trash barrel, sidewalk or other locations.		Daily	4 to 5 Times Weekly	2 Times Weekly	1 Time Weekly	1 Time Bi-weekly
Surface areas: All areas dressed with decomposed granite, soil areas, sidewalks, patios and similar areas shall be cleaned free of any debris as needed, but not less than the scheduled frequency.		Daily	4 to 5 Times Weekly	2 Times Weekly	1 Time Weekly	1 Time Bi-weekly
Trash Can		Daily	4 to 5 Times Weekly	2 Times Weekly	1 Time Weekly	1 Time Bi-weekly
Each trash cans shall be checked as scheduled. Liner changes should occur when the can is over ¼ or ½ of capacity or if contents are deemed to noxious. Remove and replace a trash liner when mosquitoes are present around the trash container. "Snow-coned" cans should be changed immediately. Hand clackers can be used to remove any stray litter at the bottom of the can. A small hole can be torn in the bottom of the bag to aid sprinkler water drainage or a hole in the side to prevent the empty bag from blowing out of the can during windy conditions. Permanently mounted cans with lids do not require these holes. If a can does not need to be changed but does contain water, a leaf rake placed over the mouth of the can and the can tipped over will aid in draining the water while keeping any trash in the bag.		Daily	4 to 5 Times Weekly	2 Times Weekly	1 Time Weekly	1 Time Bi-weekly
Various Reporting Requirements		Urgent: Within 24 Hours of Discovery	Urgent: Within 24 Hours of Discovery	Urgent: Within 24 Hours of Discovery	Urgent: Within 24 Hours of Discovery	Urgent: Within 24 Hours of Discovery
Clear all debris blocking sidewalks and roadway caused by storms.		Non-Urgent: Within 2 Days of Discovery	Non-Urgent: Within 2 Days of Discovery	Non-Urgent: Within 2 Days of Discovery	Non-Urgent: Within 2 Days of Discovery	Non-Urgent: Within 2 Days of Discovery
Report irrigation or rainwater that ponds and stands; presence of mosquitos or other pest; problems and damage caused by storms, traffic accidents or vandalism to the City representative.						
Report transient camps.						

Contracted Areas

Total Acreage, Square Feet and/or Count by Park/Site

Type	Location Name	Acres	Location Address	# of Garbage Cans	Service Level	# of Days Serviced	Service Days	Contact
Park	6th Street Park	1.5	6th St. and Mill Ave.	9	1	7 Weekly	M thru Su	Shane Mueller
Park	Alerge	3	Don Carlos Ave. and Hazelton Ln.	4	3	2 Weekly	M, F	Shane Mueller
Park	Arredondo	4	Dorsey Ln. and Carson Dr.	6	3	2 Weekly	M, F	Craig Hayton
Facility	BB Moer House/Hatton Hall	0.08	634 S Myrtle Ave.	2	3	2 Weekly	M, F	Shane Mueller
Park	Benedict Sports Complex	20	Kyrene Rd. and Guadalupe Rd.	41	2	4 Weekly	M, F, S, Su	Craig Hayton
Park	Birchett	1	Mill Ave. and Apache Blvd.	1	2	5 Weekly	M, T, W, TH, F	Shane Mueller
Park	Campbell	8	Beck Ave. and Yvonne Ln.	10	3	2 Weekly	M, F	Craig Hayton
Park-TTL	Carol Estates Grove	7.3	Tempe Town Lake Area	4	2	5 Weekly	M, T, W, TH, F	Shane Mueller
Park	Celeya	5.5	Roosevelt St. and Vaughn St.	6	3	2 Weekly	M, F	Craig Hayton
Facility	City Hall	1.33	31 E 5th St.	17	1	7 Weekly	M thru Su	Shane Mueller
Park	Clark	10	19th St. and Roosevelt St.	24	2	4 Weekly	M, F, S, Su	Shane Mueller
Park	Cole	37	Country Club Way and Carson St.	12	3	2 Weekly	M, F	Craig Hayton
Park	Connolly	6.26	River Dr. and Concordia Dr.	8	2	4 Weekly	M, F, S, Su	Shane Mueller
Park	Corbell	11	Lakeshore Dr. and Chilton Dr.	13	3	2 Weekly	M, F	Craig Hayton
Park	Creamery	2.8	8th St. and Una Ave.	5	3	2 Weekly	M, F	Shane Mueller
Other	Curry Road	1.1	Between Mill Ave. & College	5	4	1 Weekly	F	Shane Mueller
Park	Daley	17	Encanto Dr. and College Ave.	33	2	4 Weekly	M, F, S, Su	Shane Mueller
Park	Daumler	4	Evergreen Dr. and Balboa Dr.	13	3	2 Weekly	M, F	Shane Mueller
Cemetery	Double Butte Cemetery	40	2505 W Broadway Rd	5	4	1 Weekly	F	Jerry Santee
Park	Dwight	4	Roosevelt St. and Manhattan Dr.	10	3	2 Weekly	M, F	Shane Mueller
Park	Ehrhardt	6.5	Evergreen Dr. and Riviera Dr.	8	3	2 Weekly	M, F	Shane Mueller
Park	Escalante	10	River Dr. and Orange St.	19	2	5 Weekly	M, W, F, S, Su	Shane Mueller
Park	Esquer	3	McArthur Dr. and Lebanon Ln.	15	2	5 Weekly	M, W, F, S, Su	Shane Mueller
Park	Estrada	8	McClintock Dr. and Palomino Dr.	8	3	2 Weekly	M, F	Craig Hayton
Park	Gaicki	2	Cornell Dr. and McClintock Dr.	4	5	1 Weekly	F	Shane Mueller
Park	Goodwin	5	Taylor Dr. and Caroline Ln.	7	3	2 Weekly	M, F	Craig Hayton
Park-TTL	Grigio	3	1001 E Playa Del Norte Dr	8	2	5 Weekly	M, T, W, TH, F	Shane Mueller
Park-TTL	Guiliano	13.96	Tempe Town Lake Area	26	1	7 Weekly	M-Su (>Mar-May/Oct-Dec)	Shane Mueller
Facility	Hackett House	0.05	95 W 4th St.	7	3	2 Weekly	M, F	Shane Mueller
Park	Hallman (Canal)	3	McKellips Rd. and College Ave.	10	5	4 Weekly	M, F, S, Su	Shane Mueller
Park	Hanger	15	Rural Rd. and Knox Rd.	17	3	2 Weekly	M, F	Craig Hayton
Park	Harellson	11.2	Warner Ranch Dr. and Myrna Ln.	14	3	2 Weekly	M, F	Craig Hayton

Contracted Areas
Total Acreage, Square Feet and/or Count by Park/Site

Type	Location Name	Acres	Location Address	# of Garbage Cans	Service Level	# of Days Serviced	Service Days	Contact
Other	Hayden Butte (A-Mountain)	25	Mill Ave. and Rio Salado Pkwy.	11	5	4 Weekly	M, F, S, Su	Shane Mueller
Park	Hollis	4.5	Dorsey Ln. and Malibu Dr.	11	2	4 Weekly	M, F, S, Su	Shane Mueller
Park	Hudson - <i>Under Construction</i>	3	Cedar St. and Spence Ave.	14	2	4 Weekly	M, F, S, Su	Shane Mueller
Park	Indian Bend	8	Miller Rd. and Marigold Ln.	11	3	2 Weekly	M, F	Shane Mueller
Park	Indian Bend Wash	36	1325 E Curry Road	5	3	2 Weekly	M, F	Shane Mueller
Park	Jaycee	7	5th St. and Hardy Dr.	19	4	4 Weekly	M, W, F, Su	Shane Mueller
Park	Joyce	4.6	Hermosa Dr. and Laguna Dr.	9	3	2 Weekly	M, F	Shane Mueller
Park	Kiwanis	125	Mill Ave. and All America Way	200	1	7 Weekly	M thru Su	Craig Hayton
Facility	Library Complex	21	3500 S Rural Rd.	55	3	3 Weekly	M, W, F	Craig Hayton
Park-TTL	Linear (North & South)	8.84	Tempe Town Lake Area	25	1	7 Weekly	M thru Su	Shane Mueller
Park-TTL	Loma Del Rio	18.37	Hill Eastside, off Lake View Rd.	4	5	1 BiWkly	F	Shane Mueller
Park-TTL	LoPiano	13	Entrance off Lake View Rd.	2	4	1 Weekly	F	Shane Mueller
Park-TTL	Marina	7.88	Tempe Town Lake Area	35	1	7 Weekly	M thru Su	Shane Mueller
Park	McClintock High Pool	0.09	1830 E. Del Rio Dr.	3	4	2 Weekly	M, F	Shane Mueller
Park	McKemy	5.84	Broadmore Dr & College Ave.	9	3	4 Weekly	M, F, S, Su	Craig Hayton
Park	Meyer	8	Dorsey Ln. and Alameda Dr	17	3	2 Weekly	M, F	Shane Mueller
Mill Ave	Mill Ave./Bridge/Box	18.66	Mill Ave. and Specific areas	78	1	7 Weekly	M thru Su	Shane Mueller
Park	Mitchell	11	Mitchell Dr. and 11th Ave.	8	2	4 Weekly	M, F, S, Su	Shane Mueller
Park	Moer (North & South)	10	Mill Ave. and Curry Rd.	14	4	3 Weekly	M, F, Su	Shane Mueller
Park	Optimist	9	Cornell Dr. and Kenwood Ln.	11	3	2 Weekly	M, F	Craig Hayton
Park	Palmer	4.5	College Ave. and Carson Dr.	7	3	2 Weekly	M, F	Craig Hayton
Park	Papago (North & South)	296	Curry Rd. and College Ave.	39	2	4 Weekly	M, F, S, Su	Shane Mueller
Park	Papago Trails	2.5	Curry Rd. and College Ave.	3	5	1 BiWkly	F	Shane Mueller
Facility	PD Bradshaw Plaza	0.75	120, 140 E 5th St.	4	1	7 Weekly	M thru Su	Shane Mueller
Facility	PD-Courts	2.17	120, 140 E 5th St.	4	1	7 Weekly	M thru Su	Shane Mueller
Facility	Performing Arts	0.07	132 E 6th St.	7	1	7 Weekly	M thru Su	Shane Mueller
Park/Fac	Petersen Park/House	5.07	1414 W Southern Ave.	5	3	2 Weekly	M, F	Shane Mueller
Park-TTL	Playa Del Norte	6	Tempe Town Lake Area	10	2	5 Weekly	M, T, W, TH, F	Shane Mueller
Park	Plazita de Descanso	0.3	521 S. Mill Ave.	2	1	7 Weekly	M thru Su	Shane Mueller
Park	Redden	4	Redfield Dr. and Lakeshore Dr.	6	3	2 Weekly	M, F	Craig Hayton
Facility	Rodriguez House	0.05	927 E 8th St.	2	3	2 Weekly	M, F	Shane Mueller
Park	Rotary	5	Country Club Way & Hermosa Dr.	12	3	2 Weekly	M, F	Shane Mueller
Park	Scudder	4	Lakeshore Dr. and Watson Dr.	6	3	2 Weekly	M, F	Craig Hayton
Park	Selleh	6.3	Los Feliz Dr. and Aspen Dr.	15	3	2 Weekly	M, F	Shane Mueller

Contracted Areas
Total Acreage, Square Feet and/or Count by Park/Site

Type	Location Name	Acreage	Location Address	# of Garbage Cans	Service Level	# of Days Serviced	Service Days	Contact
Park	Stroud	5.6	Taylor Dr. and Redfield Dr.	7	3	2 Weekly	M, F	Craig Hayton
Park	Svob	7.8	Vineyard Rd. and Park Dr.	9	3	2 Weekly	M, F	Craig Hayton
Park-TTL	Tempe Beach-Gonzales Field	25	Mill Ave. and Rio Salado Pkwy.	60	1	7 Weekly	M thru Su	Shane Mueller
Park	Tempe Sports Complex	60	Warner Rd. and Hardy Dr.	117	1	7 Weekly	M thru Su	Jerry Santee
Park	Waggoner (East)	8	Lakeshore Dr. and Carver Rd.	7	3	2 Weekly	M, F	Craig Hayton
Park	Waggoner (West)	8	Terrace Rd. and Carver Rd.	5	3	2 Weekly	M, F	Craig Hayton

Scope of Work – Park Rest Rooms

Offerors submitting proposals for the park rest rooms are required to attend the Mandatory Pre-Proposal Conference and are also required to visit the job sites prior to the proposal due date and time. Failure to comply will render your proposal non-responsive and not susceptible for award.

MAINTENANCE REQUIREMENTS

Park Restroom Facility Clean-up

It is mandatory that all products utilized be environmentally friendly "green" products for cleaning and sanitizing. Green products must bear the green seal (or approved equivalent) label and provide cleaning/sanitizing equivalent to or exceeding the traditional counterparts. Offerors are responsible for training their staff on the use of these products.

- A. All park restrooms are of brick construction with concrete floors.
- B. Contractor shall furnish all necessary labor, tools, equipment, supplies, cleaning chemicals, and other accessories and services to perform the specified cleaning services.
- C. Cleaning shall commence after 10:00 p.m. and be completed no later than 5:00 a.m. – **seven (7) days per week**, including all holidays.

Keys

Contractor shall be responsible for unlocking and securing restroom doors during non-park hours. Contractor shall be responsible for replacing restroom keys if lost.

Group 1

Cleaning services to be provided daily (unless otherwise noted) include the following:

- A. Sweep
- B. Foam walls and floors (three (3) times per week)
- C. Hose down
- D. Clean toilets – disinfect
- E. Clean sinks – disinfect
- F. Replace paper products

Group 2

Cleaning services to be provided daily (unless otherwise noted) include the following:

- A. Sweep
- B. Foam walls and floors
- C. Hose down
- D. Clean toilets – disinfect
- E. Clean sinks – disinfect
- F. Replace paper products

Contracted Areas
Description, Address, Total Square Feet and/or Count by Park

	Description	Location Address	# of Restrooms	# of Fixtures	Type	Square Footage
Group 1						
1.	Papago North	Corner of College and Curry	2	6	Porcelain	360
2.	Papago South	Corner of College and Curry	2	6	Stainless Steel	400
3.	Canal Park	Marigold and College	4	5	Stainless Steel	80
4.	Hudson Park	S. Cedar and E. Williams	2	7	Stainless Steel	400
5.	McKenney School	College and E. Broadmor	2	6	Stainless Steel	360
6.	Connelley Elementary School	S. River and Concordia	2	4	Porcelain	266
7.	Selleh Park	Country Club Way and Meadow	2	5	Stainless Steel	500
8.	Hollis Park	Southern and Dorsey	2	6	Stainless Steel	500
9.	Kiwanis Recreation Center - #5550 on Lake	Guadalupe and Rural	2	12	Stainless Steel	864 + Janitor Closet
10.	Kiwanis Recreation Center - Rueben Romero	Guadalupe and Rural	2	5	Stainless Steel	270 + Janitor Closet
11.	Kiwanis Recreation Center - Sister City	Guadalupe and Rural	2	10	Stainless Steel	280 + Janitor Closet
12.	Kiwanis Recreation Center - #5775	Guadalupe and Rural	2	12	Stainless Steel	864 + Janitor Closet
13.	Tempe Sports Complex - Soccer Field	Kyrene and Carver	2	10	Porcelain	372 + Janitor Closet
Group 2						
14.	Daley Park	College and E. Encanto	2	6	Stainless Steel	400
15.	Clark Park	Broadway & Roosevelt	2	6	Stainless Steel	400
16.	Kiwanis Recreation Center - Boat Dock	Guadalupe and Rural	2	13	Stainless Steel	464 + Janitor Closet
17.	Kiwanis Recreation Center - Ball Field	Guadalupe and Rural	2	9	Stainless Steel	396 + Janitor Closet
18.	Kiwanis Recreation Center - Maintenance Yard					
19.	Benedict Sports Complex	Guadalupe and Kyrene	2	10	Stainless Steel	270 + Janitor Closet
20.	Tempe Sports Complex - #8419 Skate Board	Kyrene and Carver	2	11	Stainless Steel	560 + Janitor Closet
21.	Tempe Sports Complex - Main Sports Complex	Kyrene and Carver	2	10	Stainless Steel	336 + Janitor Closet
22.	Rolling Hills Golf Course	1415 N. Mill Ave	2	12	Porcelain	337 + Janitor Closet
23.	Rolling Hills Maintenance Yard	1415 N. Mill Ave	1	4	Porcelain	59
24.	Ken McDonald Golf Course	800 E. Divot Dr.	2	12	Porcelain	384
25.	Ken McDonald Maintenance	800 E. Divot Dr.	1	4	Porcelain	221
26.	Tempe Beach Park	54 W. 1 st St.	2	16	Stainless Steel	310 + Janitor Closet
27.	Tempe Beach Marina	550 W. Tempe Town Lake	2	10	Stainless Steel	175 + Janitor Closet
28.	Hardy Maintenance	505 S. Hardy	4	28	Porcelain/SS	388 + Janitor Closet
29.	Hardy Warner Sports Park Maintenance Yard	Kyrene and Carver	1	3	Porcelain	35

Revised Park Restroom Clean-up Price Sheet (4/30/09)

Location	Cost per Week	Cost per Year
Group 1		
1. Papago North	\$ <u>30.30</u>	\$ <u>1575.60</u>
2. Papago South	\$ <u>30.30</u>	\$ <u>1575.60</u>
3. Canal Park	\$ <u>25.25</u>	\$ <u>1313.00</u>
4. Hudson Park	\$ <u>35.35</u>	\$ <u>1838.20</u>
5. McKemy School	\$ <u>30.30</u>	\$ <u>1575.60</u>
6. Connolly Elementary School	\$ <u>20.20</u>	\$ <u>1050.40</u>
7. Selleh Park	\$ <u>25.25</u>	\$ <u>1313.00</u>
8. Hollis Park	\$ <u>30.30</u>	\$ <u>1575.60</u>
9. Kiwanis Recreation Center - #5550 on Lake	\$ <u>60.60</u>	\$ <u>3151.20</u>
10. Kiwanis Recreation Center - Rueben Romero	\$ <u>25.25</u>	\$ <u>1313.00</u>
11. Kiwanis Recreation Center - Sister City	\$ <u>50.50</u>	\$ <u>2626.00</u>
12. Kiwanis Recreation Center - #5775	\$ <u>60.60</u>	\$ <u>3151.20</u>
13. Tempe Sports Complex - Soccer Field	\$ <u>60.50</u>	\$ <u>2626.00</u>
Group 2		
14. Daley Park	\$ <u>30.30</u>	\$ <u>1575.60</u>
15. Clark Park	\$ <u>30.30</u>	\$ <u>1575.60</u>
16. Kiwanis Recreation Center - Boat Dock	\$ <u>65.65</u>	\$ <u>3413.80</u>
17. Kiwanis Recreation Center - Ball Field	\$ <u>45.45</u>	\$ <u>2363.40</u>
18. Kiwanis Recreation Center - Maintenance Yard	\$ <u>80.00</u>	\$ <u>4160.00</u>
19. Benedict Sports Complex	\$ <u>50.50</u>	\$ <u>2626.00</u>
20. Tempe Sports Complex - #8419 Skate Board	\$ <u>55.55</u>	\$ <u>2888.60</u>

Location	Cost per Week	Cost per Year
21. Tempe Sports Complex – Main Sports Complex	\$ <u>50.50</u>	\$ <u>2626.00</u>
22. Rolling Hills Golf Course	\$ <u>60.60</u>	\$ <u>3151.20</u>
23. Rolling Hills Maintenance Yard	\$ <u>20.20</u>	\$ <u>1050.40</u>
24. Ken McDonald Golf Course	\$ <u>60.60</u>	\$ <u>3151.20</u>
25. Ken McDonald Maintenance Yard	\$ <u>20.20</u>	\$ <u>1050.40</u>
26. Tempe Beach Park	\$ <u>80.80</u>	\$ <u>4201.60</u>
27. Tempe Beach Marina	\$ <u>50.50</u>	\$ <u>2626.00</u>
28. Hardy Maintenance	\$ <u>141.40</u>	\$ <u>7352.80</u>
29. Hardy Warner Sports Park Maintenance Yard	\$ <u>15.15</u>	\$ <u>787.80</u>
Total:	\$ <u>1,332.40</u>	\$ <u>69,284.80</u>

Clean Up Contract Price Sheet

Section #	Location Name	Unit	Monthly Price By Service Level / On Call					On Call - Per Day
			1	2	3	4	5	
1	6th Street Park	Site	308.83	176.47	88.24	44.12	20.52	4/50.00 RT
2	Alergo	Site	137.26	78.43	39.22	19.61	9.12	150.00 RT
3	Arredondo	Site	205.88	117.65	58.82	29.41	13.68	150.00 RT
4	BB Moer House/Hatton Hall	Site	68.63	39.22	19.61	9.80	4.56	150.00 RT
5	Benedict Sports Complex	Site	1406.87	803.93	401.96	200.98	93.48	150.00 RT
6	Birchett	Site	34.31	19.61	9.80	4.90	2.28	150.00 RT
7	Campbell	Site	343.14	196.08	98.04	49.02	22.80	150.00 RT
8	Carol Estates Grove	Site	137.26	78.43	39.22	19.61	9.12	150.00 RT
9	Celeya	Site	205.88	117.65	58.82	29.41	13.68	150.00 RT
10	City Hall	Site	583.34	333.34	166.67	83.33	38.76	150.00 RT
11	Clark	Site	823.54	470.59	235.30	117.65	54.72	150.00 RT
12	Cole	Site	411.97	235.30	117.65	58.82	27.36	150.00 RT
13	Connolly	Site	274.51	156.86	78.43	39.22	18.24	150.00 RT
14	Corbell	Site	446.08	254.90	127.45	63.73	29.64	150.00 RT
15	Creamery	Site	171.57	98.04	49.02	24.51	11.40	150.00 RT
16	Curry Road	Site	171.57	98.04	49.02	24.51	11.40	150.00 RT
17	Daley	Site	1132.36	647.00	323.53	161.77	75.24	150.00 RT
18	Daumler	Site	446.08	254.90	127.45	63.73	29.64	150.00 RT
19	Double Butte Cemetery	Site	171.57	98.04	49.02	24.51	11.40	150.00 RT
20	Dwight	Site	343.14	196.08	98.04	49.02	22.80	150.00 RT
21	Ehrhardt	Site	274.51	156.86	78.43	39.22	18.24	150.00 RT
22	Escalante	Site	651.97	372.55	186.28	93.14	43.32	150.00 RT
23	Esquer	Site	514.71	294.12	147.06	73.53	34.26	150.00 RT
24	Estrada	Site	274.51	156.86	78.43	39.22	18.24	150.00 RT
25	Gaicki	Site	137.26	78.43	39.22	19.61	9.12	150.00 RT
26	Goodwin	Site	240.20	137.26	68.63	34.31	15.96	150.00 RT
27	Grigio	Site	274.51	156.86	78.43	39.22	18.24	150.00 RT
28	Guiliano	Site	892.16	509.81	254.90	127.45	59.28	150.00 RT
29	Hackett House	Site	240.20	137.26	68.63	34.31	15.96	150.00 RT
30	Hallman (Canal)	Site	343.14	196.08	98.04	49.02	22.80	150.00 RT
31	Hanger	Site	583.34	333.34	166.67	83.33	38.76	150.00 RT
32	Harellson	Site	480.40	274.51	137.26	68.63	31.92	150.00 RT

Clean Up Contract

Price Sheet

Section #	Location Name	Unit	Monthly Price By Service Level					On Call - Per Day
			1	2	3	4	5	
33	Hayden Butte (A-Mountain)	Site	377.45	215.69	107.84	53.92	25.08	150.00 RT
34	Hollis	Site	377.45	215.69	107.84	53.92	25.08	150.00 RT
35	Hudson - Under Construction	Site	480.40	274.51	137.26	68.63	31.92	150.00 RT
36	Indian Bend	Site	377.45	215.69	107.84	53.92	25.08	150.00 RT
37	Indian Bend Wash	Site	171.57	98.04	49.02	24.51	11.40	150.00 RT
38	Jaycee	Site	651.97	372.55	186.28	93.14	43.32	150.00 RT
39	Joyce	Site	308.83	176.47	88.24	44.12	20.52	150.00 RT
40	Kiwanis	Site	686.28	392.60	196.30	98.15	45.60	150.00 RT
41	Library Complex	Site	1,887.27	1,078.44	539.22	269.61	125.40	150.00 RT
42	Linear (North & South)	Site	857.85	470.20	245.10	122.55	57.00	150.00 RT
43	Loma Del Rio	Site	137.26	78.43	39.22	19.61	9.12	150.00 RT
44	LoPiano	Site	68.63	39.22	19.61	9.80	4.56	150.00 RT
45	Marina	Site	1200.99	686.28	343.14	171.57	79.80	150.00 RT
46	McClintock High Pool	Site	102.94	58.82	29.41	14.71	6.84	150.00 RT
47	McKemy	Site	308.83	176.47	88.24	44.12	20.52	150.00 RT
48	Meyer	Site	582.34	333.34	166.67	83.33	38.76	150.00 RT
49	Mill Ave./Bridge/Box	Site	2676.49	1529.42	764.71	382.36	177.84	150.00 RT
50	Mitchell	Site	274.51	156.84	78.43	39.22	18.24	150.00 RT
51	Moer (North & South)	Site	480.40	274.51	137.26	68.63	31.92	150.00 RT
52	Optimist	Site	377.45	215.69	107.84	53.92	25.08	150.00 RT
53	Palmer	Site	240.20	137.26	68.63	34.31	15.96	150.00 RT
54	Papago (North & South)	Site	1338.25	764.71	382.36	191.18	88.92	150.00 RT
55	Papago Trails	Site	162.94	88.24	44.12	22.06	10.56	150.00 RT
56	PD Bradshaw Plaza	Site	137.26	78.43	39.22	19.61	9.12	150.00 RT
57	PD-Courts	Site	137.26	78.43	39.22	19.61	9.12	150.00 RT
58	Performing Arts	Site	240.20	137.26	68.63	34.31	15.96	150.00 RT
59	Petersen Park/House	Site	171.57	98.04	49.02	24.51	11.40	150.00 RT
60	Playa Del Norte	Site	343.14	196.09	98.04	49.02	22.80	150.00 RT
61	Plazita de Descanso	Site	68.63	39.22	19.61	9.80	4.56	150.00 RT
62	Redden	Site	205.88	117.65	58.82	29.41	13.68	150.00 RT
63	Rodriguez House	Site	68.63	39.22	19.61	9.80	4.56	150.00 RT
64	Rotary	Site	411.77	235.30	117.65	58.82	27.36	150.00 RT
65	Scudder	Site	205.88	117.65	58.82	29.41	13.68	150.00 RT
66	Selleh	Site	514.71	294.12	147.06	73.53	34.20	150.00 RT

Clean Up Contract Price Sheet

Section #	Location Name	Unit	Monthly Price By Service Level					On Call - Per Day
			1	2	3	4	5	
67	Stroud	Site	240.20	137.26	68.63	34.31	15.96	150.00 RT
68	Svob	Site	308.83	176.47	88.24	44.12	20.52	150.00 RT
69	Tempe Beach-Gonzales Field	Site	2058.84	1176.48	588.24	294.12	136.80	150.00 RT
70	Tempe Sports Complex	Site	4014.74	2294.14	1147.07	573.53	266.76	150.00 RT
71	Waggoner (East)	Site	240.20	137.26	68.63	34.31	15.96	150.00 RT
72	Waggoner (West)	Site	171.57	98.04	49.02	24.51	11.40	150.00 RT

**Labor and Equipment Rates
for Repair, Extra and Emergency Work**

Labor Rates

Repairs / Extra Work

Job Title	Rate Per Hour	RT
laborer	\$12.00	
Field MGR	\$17.00	
Custodian - Janitor	\$13.00	

Emergency Work

Job Title	Rate Per Hour	OT
laborer	\$16.00	
Field MGR	\$18.00	
Custodian	\$17.00	

Equipment Rates

Equipment Type	Rate Per Day
Kaivae cleaning unit	\$20.00
Pick-up & trailer	\$15.00
Skid steer	\$40.00

Material Rates

Actual cost plus 0 % mark-up.

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We are pleased to present our proposal for the above mentioned bid. Below is a brief over view of our company and capabilities.

Who we are:

- Desert Glen Commercial Landscape Group, Inc. has been a licensed and bonded Arizona General Contractor since 1993. We hold the current licenses class A 131797 General Engineering. Our teams of construction and grounds and facility maintenance professionals have been involved in a wide variety of construction/maintenance projects throughout Southern Arizona.
- In addition to our general engineering license, we hold a licensee from the State of Arizona Pest Management for class B3 and B5 applications. We also have a certified Arborist on staff full time.
- Because we hold a general engineering license we are able to provide several construction services in house without the need to contract with sub-contractors – in essence we can be your one stop provider for all facility related needs including demolition.
- The company is a C Corporation that is a woman owned small business. We are an Equal Opportunity Employer and pride ourselves in the quality of our personnel. We have submitted our application and we received certification of our DBE/ SBE/ WBE status on March 18, 2009.
- Desert Glen Commercial landscape Group has been performing maintenance work on large commercial projects and government contracts since 1994. Many properties require turf care, pruning, litter removal, irrigation installation and repair. We have won several awards for our service and quality and we are considered valued partners with our customers for providing a quality and responsive and dedicated team. We have bid this solicitation with the understanding that it has the same scope of work and standards as the previous contract.
- Desert Glen Commercial Landscape Group, Inc. has been a leader in the industry for many years. We are active in the Tucson Chapters of: the Arizona Builders' Alliance, Tucson Utility Contractors Association, Pima Metropolitan Alliance, American Institute of Architects, Construction Specifications Institute, National Association of Women in Construction, and the American Consulting Engineers.
- The company Principals, Margherita Arvanites and Joe Bailo, have been active in managing and ownership in medium and large businesses for over 25 years. Their leadership focus has been on guiding Desert Glen to embrace the process improvement and quality mindset from their previous careers. Both believe in hands on approach, visiting each job or project weekly to ensure that work performed is up to documented standards.

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In addition, to performing the work per technical specification listed in the RFP - Desert Glen Commercial Landscape Group, Inc will provide the following at NO EXTRA CHARGE.

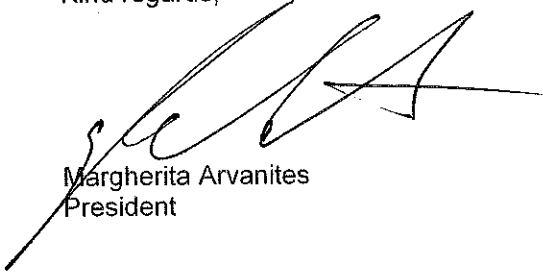
1. All of our crews will be in uniform with company identification clearly visible.
2. We will provide a written assessment on the condition of all plant and tree material by our certified arborist on the respective contract locations when requested to do so by the city of Tempe
3. We will provide design services for any additional renovations or requested changes.
4. We will provide power washing on the concrete walk ways, and tree wells located at Tempe town beach between the light rail bridge and Mill Ave Bridge twice a year.
5. We will host at no cost to the city a monthly partnering meeting with key city personnel to discuss up coming events, schedules, issues and suggestions etc.

Our General Manger will conduct monthly on site inspections for all properties. This will be random and unscheduled. Upon these inspections, a scoring system will be performed to assess crew's performance and customer satisfaction. In addition the owners of the company frequently use the City Of Tempe facilities so you can rest assured that you will be 100% satisfied with our services.

Given the current economic times we understand that resources are limited and our objective is to minimize the time you have to spend dealing with landscape and or facility issues and allow you the time to focus on other critical tasks. We want to be the company you call for all of your facility needs.

Thank you for allowing us the opportunity to bid on this project and we look forward to developing a lasting relationship.

Kind regards,



Margherita Arvanites
President

Firm's Qualifications/Municipal Expertise

1. Provide an overview of your firm's qualifications to provide service to a public entity. The Proposal offeror will include a demonstration of the firm's knowledge and experience. The Proposal offeror shall include a list of maintenance services similar in nature and scope to this Scope of Work and a description of the firm's general organization with names of key personnel, indicating the depth and quality of experience.

Desert Glen has been performing work for the city of Tucson, Pima County and surrounding areas for several years. Many of our projects require us to interface with numerous public agencies as well as perform work to various specifications so we are very familiar with the restraints and requirements of municipal work. We provide a wide range of services which we are able to do with our general engineering license. Some of the services we provide are but not limited to is litter removal, weed abatement, sidewalk, parking lot cleaning, restroom cleaning, emergency storm assistance, landscape and irrigation construction and maintenance, electrical, plumbing, masonry etc.

Desert Glen Commercial Landscape Group, Inc. has been a licensed and bonded Arizona General Contractor since 1994. We hold the current licenses: A 131797. Our teams of construction, maintenance and custodial professionals have been involved in a wide variety of construction/grounds maintenance projects throughout Southern Arizona.

The company is a C Corporation that is a woman owned small business. We are an Equal Opportunity Employer and pride ourselves in the quality of our personnel. We have submitted our application and we received our certification of our MWBE status on **March 18th, 2009**.

Desert Glen Commercial Landscape Group, Inc. has been a leader in the industry for many years. We are active in the Tucson Chapters of: the Arizona Builders' Alliance, Tucson Utility Contractors Association, Pima Metropolitan Alliance, American Institute of Architects, Construction Specifications Institute, National Association of Women in Construction, and the American Consulting Engineers.

The company Principals, Margherita Arvanites and Joe Bailo, has been active in managing and ownership in medium and large businesses for over 25 years. Their leadership focus has been on guiding Desert Glen to embrace the process improvement and quality mindset from their previous careers. Both believe in hands on approach, visiting each job or project weekly to ensure that work performed is up to documented standards.

Please see following sheets for organization and backgrounds of our employees.

2. **Provide a synopsis of Proposal offeror's municipal expertise. (Note: The synopsis shall indicate if expertise is in-house locally or in another corporate office.)**

Desert Glen has performed work for Pima County as well several municipalities in the surrounding area for over 10 years. We have had projects ranging from less than \$5k to over \$500k. Some of our projects have been roadways, landfills, schools, parks, golf courses, wet lands and wildlife riparian areas etc. Our expertise is in house locally. Many of our key personnel live in the areas surrounding Tempe, AZ.

We have recently been awarded the City of Casa Grande Landscape Maintenance contract.

3. **Has your firm been in business for at least five (5) years?**

Desert Glen Commercial Landscape Group, Inc has been in business since 1994

4. **Does your firm have a fully staffed, full service office in the Phoenix metropolitan area? What is the location of your local office? Provide information on the makeup of your local office – number of employees, number of vehicles, type of equipment available, etc.**

Our corporate office is in Tucson but we have a local branch in Casa Grande and Phoenix . This contract will be managed by our Phoenix office which is located at 17641 N 6th street, Phoenix AZ 85022

We currently employ 27 people at this location. . In addition, we have at the Phoenix branch 6 Kiavac self contained cleaning units, 10 pickup trucks and trailers along with several riding mowers, 3 water trailers and over 150 hand tools such as hand clappers, blowers etc. If we are awarded this contract we will expand and locate additional office /yard space with Tempe city limits.

5. **Does your company have all required Federal, State, and local certifications and licenses required for resulting contract? If no, please explain.**

Yes – we have a ROC general engineering license class A that allows us to perform many services i.e. plumbing, electrical etc. Desert Glen also has license from the Office of Pest Management to perform B3 and B5 herbicide services. We have a business license from the city of Tempe. Because of our license capabilities and our experience we have the ability to be a one stop service provider for our customers.

6. Has your company ever defaulted on a similar type of contract? If yes, please explain.

NO

7. Indicate your firm's capabilities to communicate through e-mail.

Our company's main method of communicating is through email. All of our office staff have email accounts and the Owners of the company and our general manager have blackberry email capabilities. All of our field personnel are equipped with phones/ radios, this allows us to stay in constant contact with employees and customers.
We will provide 60 minute response time on a 24/7 basis.

8. Does your firm provide cleaning services seven (7) days per week? Yes or No? If no, please explain.

Yes

Key Personnel Experience and Expertise

9. Provide a list of employees that will be assigned to any resulting contract.

Please see attached key employee list

10. Provide biographical sketches for all personnel to be assigned to this account which identify their experience, education, and professional designations and memberships.

Please see Key employee list

11. Provide an organizational chart for your firm showing the staffing and lines of authority for the key personnel to be used during this contract.

Please see attached chart

12. Provide the contract information for our primary contract. Include name, phone, cell, fax, and email address.

Margherita Arvanites 602-821-1155, 520-940-2865, fax 480-816-4709

Margherita@desertglen.com

13. Can you provide legal documentation for all the employees?

Yes – all employees are E – Verified

Methodology/Quality Control Plan

14. Provide a description of the methodology the Proposal offeror will use to meet contract work requirements. In addition, the Proposal offeror must submit a staffing plan and the Proposal offeror's approach to complete the services identified, which are comprised of full-time employees, unless the Proposal offeror can demonstrate to the City the necessity of part-time staff. If a staffing plan contains part-time employees, the Proposal offeror must submit written justification for the use of part-time staff.

For the Parks trash pickup portion – we will divide the parks into four districts based on location and service level. Each district will have a minimum of one -2 man crew reporting to field manager. The parks with a 7 day a week requirement will have one 2 man crew M-T and the second 2 man crew will work F-S. Once the contract has been awarded and service levels finalized we will submit a revised crew size for the city's approval and we will adjust personnel to meet the requirements. All personnel will be full time employees. Each District crew will be provide with a project book that will include – maps, emergency contact and assistance information, scope of work per project so that the requirements are clearly defined for any crew member . The field manager will be required to inspect all the properties a minimum of once every seven days; additionally our general manager will be required to make random spot checks throughout the month. Inspection reports will be performed and available for review.

For the Restroom cleaning portion – we will have a minimum of 3 - one man crews each equipped with a Kaivac cleaning unit. They will be assigned to the field facilities manager. Each truck has its own water tank and generator that allows our cleaning units to be self contained and mobile. With these units we can do the work in half the time it takes to clean using a mop and bucket method. We use the units because of their reliability but also for the performance. These units are used by the Paradise Valley school district after tests were conducted to confirm bacteria count. The school district had previously cleaned the restrooms by hand but found that the amount of bacteria was substantially less when the restrooms were cleaned by the Kaivac units. Please see attached testimonial and product literature.

The field facilities manager will be required to inspect all the restroom properties once every seven days and file inspection reports that will be available for review. Additionally our general manager will be required to make random spot checks throughout the month.

We have the ability to supplement our personnel resources to assist when required Any changes to staffing will be submitted to the city for approval prior to implementing those changes.

15. Provide sample copies of reports (e.g. annually, quarterly, monthly, weekly, daily), checklists, and other documents that you will provide to the City.

Please see attached examples – will refine or add to meet city's requirements if needed

16. Provide a list of green cleaning/sanitizing products to be used for this contract.

Please see attached product sheet

17. Do the cleaning/sanitizing products have the Green Seal label?

Yes - see attached product sheet

18. What type of training do you utilize to ensure proper use of the cleaners/sanitizers?

Since we use the Kaivac cleaning system – our technicians undergo training by the manufacturer and must pass a test before they are put in the field. Additionally they have a review of OSHA requirements for safe handling of bio- hazard material and must pass yearly test which is administered by our safety officer.

Client References

19. List five (5) current clients for which the Proposal offeror provides services which are considered identical or similar to the Scope of Work describe herein for maintenance, including governmental entities if possible. For each client listed, state the type of service provided, years of service for the client, name, title and telephone number of the person to contact regarding the Proposal offeror's performance.

Please see attached list and letters of recommendation

20. List three (3) maintenance clients' references, including governmental entities if possible that no longer use the Proposal offeror's services. For each client listed, state the type of service provided, years of service for the client, name, title and telephone number of the person to contact regarding the Proposal offeror's performance.

Please see attached list and letters of recommendation

Financial Stability/Acceptance of Terms and Conditions

21. Provide the City with proof of financial stability. Proof of financial stability may include audited or reviewed financial statements, tax returns or other documents providing evidence of stability. Audited financial statements are preferred. The City shall be the sole judge of financial stability.

Please attached Tax returns, BS and bonding letter

22. Provide by name, case and court jurisdiction any pending litigation in which the Proposal offeror was involved or judgments against Proposal offeror in the past five (5) years. Provide a statement describing the size and the scope of any pending or threatened claims or litigation.

None

23. Does your company accept all terms and conditions of this Proposal?

Yes x No

24. If selected, will your company comply with insurance requirements as outlined in the Special Terms and Conditions section of this RFP? If yes, provide name(s) of the firm(s) and "Best's" rating.

Yes – The general liability insurance carrier is Valley Forge (a C N A company) and is rated A XV
The workers compensation insurance carrier is Continental Casualty (a C N A company) and is rated A XV.

25. Describe any existing or potential conflicts of interest or any other problems that exist or may arise in performing the services from any resulting contract.

NONE

26. Provide any additional information that may assist the city in making a selection and or understanding what your company is offering.

Desert Glen is an established company with a stellar reputation. The owners take hands on approach with customers and employees and are actively involved. The city will be dealing with sr. management who can make on the spot decisions and are committed to ensuring total satisfaction. We will be providing a professional service to supplement

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the city's work force and provide additional value for the taxpayers. We have spent over 2 weeks, walking, measuring and assessing each contracted area. In addition to the items we will do at no-charge to the city for as listed in our introduction letter - **we offer this guarantee – if we fail to correct any written deficiency within 24 hrs, we will not bill the city for one weeks service for the subject property.** This is in addition to contractual penalties called out in the RFP. We are able to offer this because we are confident in our personnel to execute to very high standards. Because we have the ability to perform several types of services we can be a single source for your utilization

Question #19 references

Number one: See attached letter

Granite Construction

Contact: Jason Halverson - Estimator/Project Manager

Construction, Maintenance and Irrigation of Cherry Hill Ball fields - \$1.2m

Arizona Branch

P.O. Box 27557

Tucson, AZ 85726

Phone: 520-748-8000

Jason.halverson@gcinc.com

Number two: See attached letter

Lloyd Construction

Contact: Bill Lloyd – Owner

Construction and Maintenance of Landscape and irrigation of the

Ritz Clubhouse - \$470k

2180 N Wilmot St.

Tucson, AZ 85719

Phone: 520-884-9821

Number three: See attached letter

Hunter Contracting

Contact: James Walker – Project Manager

Craycroft Rd construction and maintenance of Landscape and irrigation - \$830K

6930 N Camino Martin

Tucson, Arizona 85741

Phone: 520-774-0722

Number four : See attached letter

Ironwood Industries, Inc

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Contact: Sean Lynch
Property and Facility Maintenance Management
Phoenix AZ
Phone 602-499-6298

Number Five : See attached letter
Sonoran Elements Development Group LLC
Contact: Glen Probert
Property and Facility Maintenance
Tucson AZ
Phone: 520-631-1818

Question #20 references

Number One: See attached letter
Pima County Department of Transportation
Contact: Tim Sullivan Sr. Inspector
Design, construction and maintenance
Tucson AZ
Phone 520-740-6410

Number Two: See attached letter
Pusch Ridge Christian Academy
Contact: Judy Davison
Design, construction and maintenance of school grounds
Tucson AZ
Phone 520-797-0107

Number Three: See attached letter
The Church of Jesus Christ of the Latter – Day Saints
Contact: Randy Hunt, Facilities Manager
Facilities management
Tucson AZ
Phone 520-318-3922

Key employee list

Mike Lynch - General Manager

Experience: 30 years - 2 years with the company

Certifications: Landscape professional with over 25 years experience managing companies involved with commercial and residential landscape maintenance. Rich and diverse in construction, estimating, sales, design and irrigation. K-21 licensed contractor, bi-lingual, certified Red Cross CPR and first aid instructor, maxi-com and hazmat certified, and proficient in state of the art communication/client management software.

Gary Cullivan – Field Manager

Experience: 25 years- 4 years with the company

Certifications: Safety training, drivers training, arborists training, weed control, equipment training, employee management, certified pest applicator, heavy equipment operator, hazmat training, commercial inspection training, public safety, first aid, and team development.

John Harlan - Project Manager

Experience: 12 years

Certifications: Safety training, drivers training, arborists training, weed control, equipment training, employee management, landscape lighting, irrigation specialist, OSHA certified, heavy equipment operator, public safety, hazmat training, first aid, and team development.

Collin Lynch – Field Facilities Manager

Experience: 5 years as facilities manager – 2 years with the company

Certifications: Safety training, drivers training, hazmat training, Kaivac cleaning systems training, equipment training, employee management, public and traffic safety

Proposal Checklist for Submittals

- ☒ One signed and complete original of the proposal response, including "Vendor's Proposal Offer" (Form 201-B).
- ☒ Five copies of the proposal have been included.
- ☒ Any addenda have been included.
- ☒ The firm's qualifications/municipal expertise is included.
- ☒ The key personnel experience and expertise are included.
- ☒ The methodology/quality control plan is included.
- ☒ All pricing is complete and included.
- ☒ Client references are included.
- ☒ Financial Stability and the acceptance of the terms and conditions are included.

SCORING SHEET

Vendor Name _____ RFP Number/Description: _____

A Criterion	B Maximum Points 0 1 2 3 4 5 6 7	C Weight Factor	D Independent Review (Points x Wgt = Score)
1. Firm's Qualifications/Municipal Expertise	0 1 2 3 4 5 6 7	20	
Comments: _____			
2. Key Personnel Experience and Expertise	0 1 2 3 4 5 6 7	20	
Comments: _____			
3. Price	0 1 2 3 4 5 6 7	20	
Comments: _____			
4. Methodology/Quality Control Plan	0 1 2 3 4 5 6 7	15	
Comments: _____			
4. Client References	0 1 2 3 4 5 6 7	15	
Comments: _____			
4. Financial Stability/Acceptance of Terms and Conditions	0 1 2 3 4 5 6 7	10	
Comments: _____			
Totals		100	

Instructions to Evaluator: Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the comments section for reference and discussion during meetings of the full evaluation committee.

Committee Member (print): _____ Dept: _____

Signature: _____ Date: _____

Proposal Evaluation Table

<u>Rating</u>	<u>Description</u>
7 Outstanding	Exceeds the requirements of the criterion in superlative beneficial ways/very desirable
6 Very Good	Exceeds the requirements of the criterion in ways which are beneficial to the City's needs
5 Good	Exceeds the requirements of the criterion but in a manner which is not particularly beneficial to the City's needs
4	Fully meets all the requirements of the criterion
3 Average	Adequately meets most of the requirements of the criterion but may be lacking in some areas which are not critical
2	Satisfactorily addresses some, but not all, of the requirements of the criterion. Lacking in critical areas.
1 Poor	Minimally addresses some, but not all, of the requirements of the criterion. Lacking in critical areas.
0 Not Addressed or Unacceptable	Does not satisfy the requirements of the criterion in any manner

**City of Tempe – Parks & Recreation – Parks Services
Performance Deficiency, Incompletion or Non-Performance Report**

Contractor: _____ **Contract Number:** _____

☐ 1st Notice Delivery Date: _____ Method: _____
☐ 2nd Notice Delivery Date: _____ Method: _____
☐ Non-Completion Delivery Date: _____ Method: _____

City Representative: _____

Performance Deficiency, Incompletion or Non-Performance/Compliance

Location

Contract Area Number: _____ **Location Description:** _____

Type (place a √ on all that apply)

<input type="checkbox"/> Task Performance	<input type="checkbox"/> Damage Repair/Replacement	<input type="checkbox"/> Plans/Schedules/Reports
<input type="checkbox"/> Incomplete Work	<input type="checkbox"/> Staffing Level/Conduct	<input type="checkbox"/> Storm Clearance
<input type="checkbox"/> Safety and Related	<input type="checkbox"/> Vehicles	<input type="checkbox"/> Water/Mosquitos/Pest Reporting
<input type="checkbox"/> Accident/Incident Reporting	<input type="checkbox"/> Equipment	<input type="checkbox"/> Other:

Observation

The following has been observed and requires corrective action:

Corrective Action

Below outlines the required corrective action:

Completion Date / Payment Reduction Schedule

Minimum payment reduction will be \$100.00 up to \$250.00 or a percentage of the line item bid amount.

√	Type of Notice	Date Corrections Must be Completed	Contractor's Representative Signature	Date Corrections Completed **	Payment Reduction
<input type="checkbox"/>	1 st Notice				<input type="checkbox"/> None-timely corrected
<input type="checkbox"/>	2 nd Notice				<input type="checkbox"/> 2 nd Notice Issued
<input type="checkbox"/>	Non-Completion				<input type="checkbox"/> 25% of line item bid amount
					<input type="checkbox"/> Non-Completion Notice Issued
					<input type="checkbox"/> 100% of line item bid amount
					<input type="checkbox"/> Cost for City to Correct

Contractor's Comments

** Please notify the City Representative when the corrective action(s) are completed for re-inspection **

Signatures required below for all payment reductions – Monthly payment to be reduced: _____

City Representative _____ Date _____ Division Manager _____ Date _____

Contractor's Representative _____ Date _____

City of Tempe Parks & Recreation – Parks Services Performance Inspections

Inspection Date: _____

City Representative: _____

Area Number	Service Level	Overall	Safety	Garbage Liner	General Clean Up	Surface	Erosion	Irrigation/rain ponds/stands	Mosquitos/Pest Reporting	Other:	Other:	Other:			

Comments: _____

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Comments: _____

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Comments: _____

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Comments: _____

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Comments: _____

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Comments: _____

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Comments: _____

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Comments: _____

S = Satisfactory U = Unsatisfactory/Incomplete N = Needs Improvement F = Non-Compliance/Performance

Overall Observation: _____

Recommendations: _____

Contractor Comments: _____

Contractor's Representative

Date

Contractor's Supervisor

Date



City of Tempe – Parks & Recreation – Parks Services
Repairs and Extra Work Cost Estimate

Date: _____

Contractor: _____

Supervisor: _____

Location: _____

Location: _____

Day(s) to Complete: _____

Description: _____

Description	Date	Hours/Days/Qty	Rate/Cost	Total	Notes
Labor (list position title)		(A)	(B)	(A x B)	
				-	
				-	
				-	
			Total Labor	-	
Equipment (rate is by day)					
				-	
				-	
				-	
			Total Equipment:	-	
Materials					
				-	
				-	
				-	
				-	
			Total Materials	-	
Total Cost Estimate					
				Total:	

☐ Accepted

☐ Accepted
with
Changes

☐ Declined

Comments: _____

City Representative: _____

Date: _____

Contractor's Supervisor: _____

Date: _____

**Documentation of City of Tempe Walk Thru
RFP #09-120**

Bidders are required to visit the job site prior to submitting a proposal for park restroom cleaning. Failure to comply will render your RFP for this category non-responsive and not susceptible for award. Contact Mr. Tom Beeson, (480) 350-2956, 9:00 a.m. to 3:00 p.m. Monday through Friday to schedule an appointment for an onsite job inspection.

Company: Desert Glen Commercial Landscape Group Inc.
Printed Name: Joe Bailo
Representative Signature: Joe Bailo
Date of Tour: 4/23/09

City of Tempe

Printed Name: Thomas Beeson
Signature: Thomas Beeson

It is the offeror's responsibility to ensure that this form, properly signed by both company representative and a City of Tempe employee, is returned with the proposal.

Pricing Section

Less prompt payments discount terms of ___ % ___ days/ or net thirty (30) days. (To apply after receipt and acceptance of an itemized monthly statement.) For bid evaluation purposes, the City cannot utilize pricing discounts based upon payments being made in less than thirty (30) days from receipt of statement.

Ordering and Invoice Instructions

In order to facilitate internal control and accounting, each City Department will order and must be invoiced separately. Monthly invoices must be segregated by City Department number and mailed or delivered directly to the City Customer Department. For most materials, there will be between three (3) and six (6) ordering departments. At the time an order is placed, the Contractor must obtain the ordering department's cost center numbers for billing purposes. The use of the department's cost center numbers will be in addition to the purchase order number. Once a month, the Contractor shall submit a consolidated statement which shall itemize the invoice numbers, invoice date, invoice amounts, and the total amount billed to Accounting. Discount offering will be based upon days from receipt of the consolidated monthly statement. Invoice(s) shall not show previous balances.

Invoices shall include:

1. Listing Of All Delivery/Pickup Receipt Numbers Being Invoiced.
2. Total Cost Per Item.
3. Applicable Tax.
4. Payment Terms.
5. Blanket Purchase Order Number.

Invoices that do not follow the above minimum invoicing requirements will not be paid. Payment must be applied to only invoices referenced on check/payment stub. The City reserves the right to bill contracted vendor for researching invoices that have been paid, but not properly applied by vendor account receivables office.

Statement mailing address:

City of Tempe
Accounting (see below for your contact)
P.O. Box 5002
Tempe, Arizona 85280
Phone: 480-350-8355

Accounting Contacts:

Cecilia Miller	Letters A-E
Ramona Zapien	Letters F-O
Penny Brophy	Letters P-Z

IMPORTANT NOTICE

YOU MUST:

- 1.) REPORT DISSOCIATION OF QUALIFYING PARTY IN WRITING WITHIN 15 DAYS. [SEE A.R.S. § 32-1154(A)(19) AND § 32-1151.01]
- 2.) REPORT A CHANGE OF ADDRESS IN WRITING WITHIN 30 DAYS. [SEE A.R.S. § 32-1122(B)(1)]
- 3.) REPORT ANY TRANSFER OF OWNERSHIP OF 50% OR MORE IMMEDIATELY. (SEE A.R.S. § 32-1151.01)
- 4.) REPORT ANY CHANGE IN LEGAL ENTITY SUCH AS ANY CHANGE IN THE OWNERSHIP OF SOLE PROPRIETORSHIP OR CHANGE OF A PARTNER IN A PARTNERSHIP OR THE CREATION OF A NEW CORPORATE ENTITY. (SEE RULE R4-9-110)

DESERT GLEN COMMERCIAL LANDSCAPE GRO
UP INC
1695 W SAHUARO DRIVE
TUCSON AZ 85745

THIS IS YOUR IDENTIFICATION CARD
DO NOT DESTROY



CORP

LICENSE EFFECTIVE THROUGH: FEB 2010
STATE OF ARIZONA
Registrar of Contractors CERTIFIES THAT
DESERT GLEN COMMERCIAL LANDSCAPE
PE GROUP INC

CONTRACTORS LICENSE NO. ROC131797 CLASS A-
GENERAL ENGINEERING

COMMERCIAL ONLY

THIS CARD MUST BE
PRESENTED UPON DEMAND

Fidelis V. Garcia
DIRECTOR

IMPORTANT NOTICE

YOU MUST:

- 1.) REPORT DISSOCIATION OF QUALIFYING PARTY IN WRITING WITHIN 15 DAYS. [SEE A.R.S. § 32-1154(A)(19) AND § 32-1151.01]
- 2.) REPORT A CHANGE OF ADDRESS IN WRITING WITHIN 30 DAYS. [SEE A.R.S. § 32-1122(B)(1)]
- 3.) REPORT ANY TRANSFER OF OWNERSHIP OF 50% OR MORE IMMEDIATELY. (SEE A.R.S. § 32-1151.01)
- 4.) REPORT ANY CHANGE IN LEGAL ENTITY SUCH AS ANY CHANGE IN THE OWNERSHIP OF SOLE PROPRIETORSHIP OR CHANGE OF A PARTNER IN A PARTNERSHIP OR THE CREATION OF A NEW CORPORATE ENTITY. (SEE RULE R4-9-110)

DESERT GLEN COMMERCIAL LANDSCAPE GRO
UP INC
1695 W SAHUARO DRIVE
TUCSON AZ 85745

THIS IS YOUR IDENTIFICATION CARD
DO NOT DESTROY



CORP

LICENSE EFFECTIVE THROUGH: FEB 2010
STATE OF ARIZONA
Registrar of Contractors CERTIFIES THAT
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PE GROUP INC

CONTRACTORS LICENSE NO. ROC131797 CLASS A-
GENERAL ENGINEERING

COMMERCIAL ONLY

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PRESENTED UPON DEMAND

Fidelis V. Garcia
DIRECTOR

ARIZONA "ASBESTOS CONTACT DIRECTORY":

To receive a free copy of the Arizona "Asbestos Contract Directory", fill out the attached order form and mail or fax to the Arizona Department of Environmental Quality (ADEQ) at 1110 W. Washington St., Phoenix, AZ 85007, fax number (602) 771-2299. This document may also be downloaded from ADEQ's website: <http://www.adeq.state.az.us> (Environmental Programs, Air Quality Compliance, Asbestos). The "Asbestos Contact Directory" lists:

1. Asbestos NESHAP regulatory agencies
2. Environmental consultants with AHERA building inspectors
3. NVLAP laboratories for bulk asbestos fiber analysis
4. AHERA Contractor/Supervisor training providers
5. Commercial asbestos abatement contractors licensed in Arizona
6. Asbestos waste landfills
7. Wrecking contractors licensed in Arizona, and



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[Search by License](#)

[VIEW BOND DETAIL](#)
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The data supplied below is based on your specific request(s) and is correct to the best of our knowledge as of the date and time it was extracted from our data files. The information is provided without personal research or analysis. The data is subject to change on a daily basis. If this information is required for legal purposes, you may request an affidavit or certified copies for a fee as specified in A.R.S. 32-1104A3. Please read our Standard Disclaimer at www.azroc.gov/Legal/Disclaim.html

License Information ROC131797

Apr 9, 2009 10:00:45 AM

Please note: The company or individuals listed on this license may hold other Arizona contracting licenses. To view information, status and complaint history for the past two years on other licenses held, go to the License Inquiry page and do a "Company Name and Personnel" search by entering the name of the company or individuals listed on the license.

Company Name: **DESERT GLEN COMMERCIAL LANDSCAPE GROUP INC**

License Status: **CURRENT**

Status Date:

Action:

Status Narrative:

Additional Information: (This information may not include all applicable suspensions.)

SEE MASTER FILE FOR ADD'L OFFICERS;SUSP 2/10/02 - 2/12/02 LACK OF BOND

QP RESIGN DP 6/29/07;QP RESIGN LP 10/28/08

SUSP 12/16/08 - 12/19/08 LACK OF QP

Address: 1695 W SAHUARO DRIVE
TUCSON, AZ 85745

Phone Number: 520-882-6322

Former Company Name: DESERT GLEN INCORPORATED

Date of Name Change: 8/13/2007

License Number: ROC131797

License Class: A- COMMERCIAL
GENERAL ENGINEERING

License Entity: CORPORATION

License Issue Date: 2/9/1998 Renewed Date: 2/11/2008 Renewed Thru: 2/28/2010

Qualifying Party Information: (Last name listed first)

LYNCH MICHAEL SEAN

Position: EMPLOYEE

Date

Qualified: 12/19/2008

Principal Information: (Last name listed first)

HALL SHIELA KAY, SEC

HAWKINS CHARLES BENJAMIN, RESIGNED, 6/21/2007

BAILO MICHELE RONA, TREAS

ARVANITES MARGHERITA JESSIE, CO-PRES

WEAVER TRACEY LEE, RESIGNED, 10/17/2008

Complaint Information:

Complaints against this contractor are listed below. Complaints that were cancelled, resolved or settled without a corrective work order or dismissed are not included.

Contact the Registrar of Contractors at 602-542-1525 or toll-free statewide at 1-888-271-9286 to identify the ROC office location you need to visit to view complete complaint documentation.

Open:	0	This is the number of complaints against this contractor that are currently open except those in which an agency inspection has not occurred or a violation was not found. Upon adjudication some complaints are found to be without merit and are dismissed.
Closed:		
Disciplined:	0	This is the number of complaints against this contractor that resulted in discipline being imposed after an administrative hearing or default because of a violation(s) of state contracting law.
Resolved/Settled/ Withdrawn:	0	This is the number of complaints closed against this contractor that were resolved or settled by the contractor or withdrawn by the complainant after issuance of a corrective work order or formal citation.
Denied Access:	0	This is the number of complaints against this contractor that were closed without corrective work being performed because the contractor was denied access by the complainant.
Bankruptcy:	0	This is the number of complaints against this contractor that were closed because the contractor is in bankruptcy.

[Terms of Use](#) | [Privacy Policy](#) | [Contact Us](#)

Copyright 2005 Arizona Registrar of Contractors, All Rights Reserved

Janice K. Brewer
Governor

STATE OF ARIZONA
Office Of Pest Management

9535 E. Doubletree Ranch Rd.
(602)255-3664

Ellis M. Jones
Acting Director

BUSINESS LICENSE

www.sb.state.az.us

Non-Transferable

DESERT GLEN COMM. LANDSCAPE GROUP,
Business License number: 8756

Has been licensed since 04/09/2009, and is authorized to provide pest management services in Arizona for the year 2009, as long as the business has a current and "valid" Active or Temporary Qualifying Party Licensee and the required financial responsibility, according to the Office Of Pest Management's laws and rules.

This license must be renewed by December 1st of each year, and expires on December 31st of each year. For any inquiries regarding this license please visit the Office Of Pest Management's website at www.sb.state.az.us or contact the Office Of Pest management.

Printed: 04/09/2009

Printed By: 8756

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Non-Transferable

STATE OF ARIZONA
Office Of Pest Management

9535 E. Doubletree Ranch Rd.

(602)255-3664

www.sds.state.az.us

Printed: 04/09/2009

Printed By: 1405

License No: 1405



Qualifying Party License

Licensed Categories	Expires	Status
83 - Right Of Way/Weeds	12/31/2009	Active
85 - Turf & Ornamentals	12/31/2009	Active

ISSUED TO:

1000000903
KENNETH JOSEPH SUGARMAN
5175 W AJO HWY PMB A07
TUCSON AZ 85735

This license MUST be renewed by December 1 of each year and shall expire on December 31 of each year

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Non-Transferable

STATE OF ARIZONA
Office Of Pest Management

9535 E. Doubletree Ranch Rd.

(602)255-3664

www.sds.state.az.us

Printed: 04/09/2009

Printed By: 850074

License No: 850074

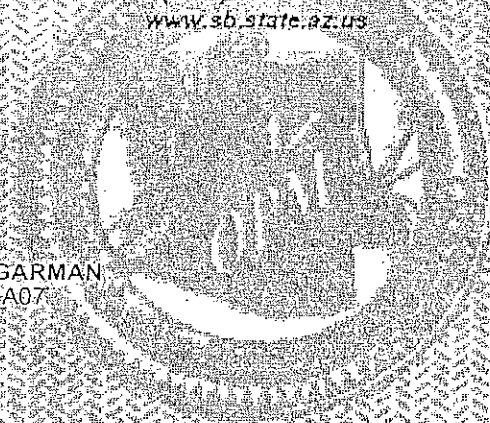


Applicator License

Licensed Categories	Expires	Status
83 - Right of Way/Weeds	05/31/2009	Active
85 - Turf & Ornamental	05/31/2009	Active

ISSUED TO:

1000000903
KENNETH JOSEPH SUGARMAN
5175 W AJO HWY PMB A07
TUCSON AZ 85735



This license MUST be renewed by May 1 of each year, and shall expire on May 31 of each year.

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Pest Management Professional Information

KENNETH JOSEPH SUGARMAN
(As of 04/09/2009)

Employed by

Row	Company Name	License#	Employed Since	QP?	Expires	Branch Manager
1	DESERT GLEN COMM. LANDSCAPE GROUP,	8756	04/09/2009	Y	12/31/2009	

Applicator License No. (850074)

Row	Category	Issued	Status	Expires	Renewal
1	Right-of-way and Weed (B3)	03/12/1985	Active	05/31/2009	04/09/2009
2	Turf & Ornamental (B5)	03/12/1985	Active	05/31/2009	04/09/2009

Qualifying Party License No: (1405)

Row	Category	Issued	Status	Expires	Renewal
1	Right-of-way and Weed (B3)	05/14/1992	Active	12/31/2009	12/04/2009
2	Turf & Ornamental (B5)	05/14/1992	Active	12/31/2009	12/04/2009

Products & Services

- CEU Class Schedule

AS OF TODAY (04/09/2009) YOU HAVE 6 VALID CE HOUR(S) FOR YOUR APPLICATOR LICENSE!
AS OF TODAY (04/09/2009) YOU HAVE 6 VALID CE HOUR(S) FOR YOUR QP LICENSE.

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▶ Advisory Committee
▶ Community Services
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▶ Definitions
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▶ Employment
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▶ Industry Information
▶ Licensing Documents
▶ License Training
▶ Laws
▶ MyAccount
▶ Policies
▶ Rules

Products & Services

- CEU Class Schedule

Pest Management Company Information (As of 04/09/2009)

DESERT GLEN COMM. LANDSCAPE GROUP,
1695 W. SAHUARO DRIVE
TUCSON AZ 85745
Tele: (520) 235-4860

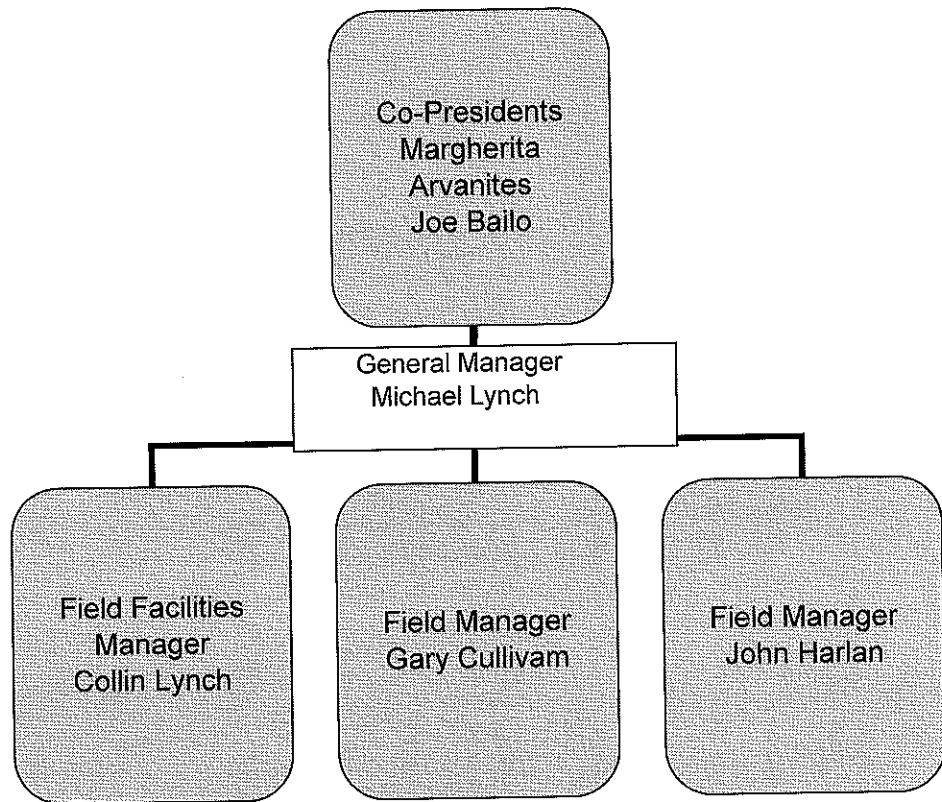
License Number: 8756 Status: Active Issued: 04/09/2009
[Map it](#)

Qualifying Party Information

Row	Qualifying Party (QP) Name	QP License#	Category	Category Status	Issued
1	KENNETH JOSEPH SUGARMAN	1405	(B3) Right Of Way/Weeds	Active	05/14/1992
2	KENNETH JOSEPH SUGARMAN	1405	(B5) Turf & Ornamentals	Active	05/14/1992

This Company does NOT have any valid\Current Branch Offices!

Desert Glen Commercial Landscape Group, Inc
Key Personnel for the Grounds Management Division





Desert Glen Commerical Landscape Group, Inc.

Monthly Trash Can Liner Inventory

Liners On Hand: _____

Liners Received From City: _____

Subtotal: _____

Liners Issued Out: _____

Total Trash Cans _____

% of Liners Used
(total trash cans/liners issued): _____

Submitted By: _____

Date: _____



Desert Glen Commerical Landscape Group, Inc.

Performance Inspections

Group 1

Date: _____ Inspected By: _____ Crew #: _____

Description	Location Address	Sinks	Toilets	Urinals	Floors, walls, doors	Toilet Paper
Papago North	Corner of College and Curry					
Comments:						
Papago South	Corner of College and Curry					
Comments:						
Canal Park	Marigold and College					
Comments:						
Hudson Park	S. Cedar and E. Williams					
Comments:						
McKenney School	College and E. Broadmor					
Comments:						
Connelley Elementary School	S. River and Concordia					
Comments:						
Selleh Park	Country Club Way and Meadow					
Comments:						
Hollis Park	Southern and Dorsey					
Comments:						
Kiwanis Recreation Center #5550 on Lake	Guadalupe and Rural					
Comments:						
Kiwanis Recreation Center - Rueben Romero	Guadalupe and Rural					
Comments:						
Kiwanis Recreation Center - Sister City	Guadalupe and Rural					
Comments:						
Kiwanis Recreation Center - #5775	Guadalupe and Rural					
Comments:						
Tempe Sports Complex - Soccer Field	Kyrene and Carver					
Comments:						

E = Excellent G = Good F = Fair P = Poor



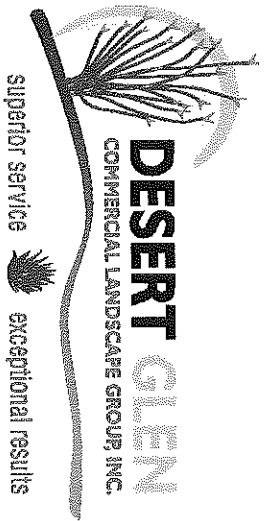
Desert Glen Commerical Landscape Group, Inc.

Performance Inspections

Group 2

Date: _____ Inspected By: _____ Crew #: _____

Description	Location Address	Sinks	Toilets	Urinals	Floors, walls, doors	Toilet Paper
Daley Park	College and E. Encanto					
Comments:						
Clark Park	Broadway & Roosevelt					
Comments:						
Kiwanis Recreation Center - Boat Dock	Guadalupe and Rural					
Comments:						
Kiwanis Recreation Center - Ball Field	Guadalupe and Rural					
Comments:						
Kiwanis Recreation Center - Maintenance Yard						
Comments:						
Benedict Sports Complex	Guadalupe and Rural					
Comments:						
Tempe Sports Complex - #8419 Skate Board	Kyrene and Carver					
Comments:						
Tempe Sports Complex - Main Sports Complex	Kyrene and Carver					
Comments:						
Rolling Hills Golf Course	1415 N. Mill Ave					
Comments:						
Rolling Hills Maintenance Yard	1415 N. Mill Ave					
Comments:						
Ken McDonald Golf Course	800 E. Divot Dr.					
Comments:						
Ken McDonald Maintenance	800 E. Divot Dr.					
Comments:						
Tempe Beach Park	54 W. 1st St.					
Comments:						
Tempe Beach Marina	550 W. Tempe Town Lake					
Comments:						
Hardy Maintenance	505 S. Hardy					
Comments:						
Hardy Warner Sports Park Maintenance Yard	Kyrene and Carver					
Comments:						



superior service exceptional results

Desert Glen Commerical Landscape Group, Inc.

Performance Inspections

Facilities: Service Level 1

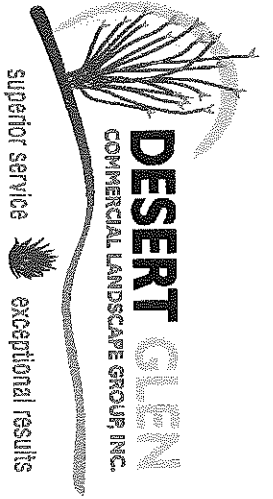
Date: _____

Inspected By: _____

Location Name	Address	Safety	Garbage Liner	General Clean Up	Surface	Erosion	Irrigation/rain ponds/stands	Mosquitos/Pest Reporting	Ramadas
6th Street Park	6th Street Park								
City Hall	31 E. 5th St.								
Guthrie	Tempe Town Lake Area								
Kiwanis	Mill Ave and All America Way								
Liner (North & South)	Tempe Town Lake Area								
Marina	Tempe Town Lake Area								
Mill Ave/Bridge/Box	Mill Ave and Specific Areas								
PD Bradshaw Plaza	120, 140 E. 5th St.								
PD - Courts	120, 140 E. 5th St.								
Performing Arts	132 E. 6th St.								
Playa de Descanso	521 S. Mill Ave								
Tempe Beach - Gonzales Field	Mill Ave. and Rio Salado Pkwy								
Tempe Sports Complex	Warner Rd. and Hardy Dr.								

E = Excellent G = Good F = Fair P = Poor

Comments:



superior service exceptional results

Desert Glen Commercial Landscape Group, Inc.

Performance Inspections

Facilities: Service Level 2

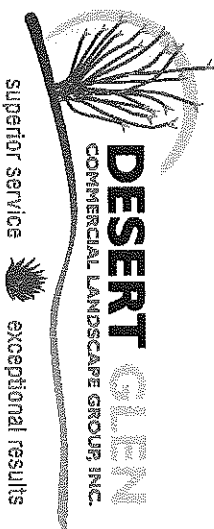
Date: _____

Inspected By: _____

Location Name	Address	Safety	Garbage Liner	General Clean Up	Surface	Erosion	Irrigation/rain ponds/stands	Mosquitos/Pest Reporting	Ramadas
Birelett	Mill Ave. and Apache Blvd.								
Carol Estates Grove	Tempe Town Lake Area								
Escalante	River Rd. and Orange St.								
Esquer	McArthur Dr. and Lebanon Ln.								
Griegio	1001 E. Playa Del Norte Dr.								
Playa Del Norte	Tempe Town Lake Area								
Benedict Sports Complex	Kyrene Road and Guadalupe Rd								
Clark	19th St. and Roosevelt St.								
Connolly	River Rd. and Concordia Dr.								
Daley	Encanto Dr. and College Ave.								
Hollis	Dorsey Ln. and Malibu Dr.								
Hudson - under construction	Cedar St. and Spence Ave.								
Mitchell	Mitchell Dr. and 11th Ave.								
Papago (North & South)	Curry Rd and College Ave.								

E = Excellent G = Good F = Fair P = Poor

Comments:



superior services exceptional results

Desert Glen Commercial Landscape Group, Inc.
Performance Inspections
Facilities: Service Level 3

Date: _____
Inspected By: _____

Location Name	Address	Safety	Garbage Liner	General Clean Up	Surface	Erosion	Irrigation/rain ponds/stands	Mesquites/Rest Reporting	Rumadas
McKenry	Broadmidge Dr. & College Ave.								
Library Complex	3500 S. Rural Rd.								
Algera	Don Carlos Ave. and Hazelton Ln.								
Arredondo	Dorsey Ln. and Carson Dr.								
BB Moen House/Hatton Hall	634 S. Myrtle Ave.								
Campbell	Beck Ave. and Yvonne Ln.								
Caleya	Roosevelt St. and Vaughn St.								
Cole	Country Club Way and Carson St.								
Corbell	Lakeshore Dr. and Chilton Dr.								
Cremery	8th St. and Una Ave.								
Dannier	Evergreen Dr. and Balboa Dr.								
Dwight	Roosevelt St. and Manhattan Dr.								
Elmhurst	Evergreen Dr. and Rivera Dr.								
Estrella	McClintock Dr. and Palomino Dr.								
Goodwin	Taylor Dr. and Caroline Ln.								
Hacker House	95 W. 4th St.								
Hanger	Rural Road and Knox Road								
Hareison	Warner Ranch Dr. and Myrna Ln.								
Indian Bend	Miller Rd. and Marigold Ln.								
Indian Bend Wash	1326 E. Curry Road								
Joyce	Hermosa Dr. and Laguna Dr.								
Meyer	Dorsey Ln. and Alameda Dr.								
Optimist	Cornell Dr. and Kenwood Ln.								
Palmer	College Ave. and Carson Dr.								
Petersen Park/House	1414 W. Southern Ave.								
Redden	Redfield Dr. and Lakeshore Dr.								
Rodriguez House	927 E. 8th St.								
Rozary	Country Club Way & Hermosa Dr.								
Scudder	Lakeshore Dr. and Watson Dr.								
Selish	Los Feliz Dr. and Aspen Dr.								
Stroud	Taylor Dr. and Redfield Dr.								
Stroh	Vineyard Rd. and Park Dr.								
Wagoner (East)	Lakeshore Dr. and Carver Rd.								
Wagoner (West)	Terrace Rd. and Carver Rd.								

E = Excellent G = Good F = Fair P = Poor

Comments:



Performance Inspections

Facilities: Service Level 4

Inspected By: _____

E = Excellent G = Good F = Fair P = Poor

1

[illegible]



Facilities: Service Level 5

Inspected By:

E = Excellent G = Good F = Fair P = Poor

Comments: _____

Minard-Ames Insurance Services LLC

East Gateway Center ▲ 4646 E. Van Buren St., Suite 200 ▲ Phoenix, AZ 85008 ▲ 602-273-1625 ▲ FAX 602-273-0212 ▲ www.minardames.com

March 31, 2009

RE: Desert Glen Commercial Landscape Group, Inc.

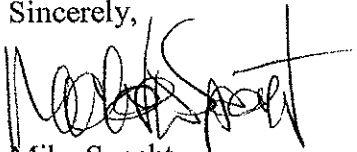
We submit this letter in recommendation of our valued client, Desert Glen Commercial Landscape Group, Inc. (Desert Glen). Minard-Ames Insurance Services LLC has arranged a surety program for Desert Glen with Great American Insurance Company. They are a Treasury Listed, "A" Best rated surety company and have been able to meet the surety needs of Desert Glen. They have indicated a willingness to respond to projects with bond requirements in the \$4,000,000 range, with an aggregate program of \$7,500,000.

Bonds issued are always based on review of the contract terms and conditions, bond forms, appropriate contract funding and any other underwriting considerations at the time of the request. Our consideration and issuance of bonds is a matter solely between Desert Glen and ourselves, and we assume no liability to third parties or to you by the issuance of this letter.

We are pleased to share with you our most favorable experience and regard for our client. Should you have any questions, please feel free to call our office.

Thank you.

Sincerely,



Mike Specht
VP - Bonds



PIMA COUNTY
DEPARTMENT OF TRANSPORTATION
201 NORTH STONE AVENUE, THIRD FLOOR
TUCSON, ARIZONA 85701-1207



(520) 740-6410
FAX (520) 838-7537

PRISCILLA S. CORNELIO, P. E.
DIRECTOR

April 27, 2009

Subject: Letter of Reference

To whom it may concern,

I am the field inspector for all landscape and irrigation projects that are constructed within the Pima County Department of Transportation. I have worked in partnership with Desert Glen Commercial Landscape Group, Inc. on the design, construction and grounds maintenance of several public works projects over the past years. The company was very focused on meeting the needs of Pima County and performed their duties on time and with a high level of quality and professionalism. I would recommend this firm for your project based on my experience with Desert Glen.

If you have any further questions please do not hesitate to contact me at Tim.Sullivan@dot.pima.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Tim Sullivan", is written over a horizontal line.

Tim Sullivan
PCDOT Senior Construction Inspector

THE CHURCH OF
JESUS CHRIST
OF LATTER-DAY SAINTS

TUCSON AZ FM GROUP

3720 East Pima
Tucson, Arizona 85716-3306
Phone: 1-520-318-3922
Facsimile: 1-520-318-3917

April 20, 2009

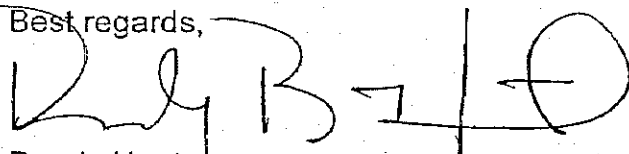
Subject: Letter of Reference

To whom it may concern,

We worked in partnership with Desert Glen Commercial Landscape Group, Inc on 6 of our church facilities over the past 2 years. The company was focused on meeting the facility maintenance needs of The Church of Jesus Christ of Latter-Day Saints and performed their duties on time and with a high level of quality and professionalism. In the current economic environment we were challenged with the need for price reductions and Desert Glen was not the lowest price therefore we changed vendors recently. I would recommend this firm for your project based on our experience with the company.

If you have any further questions please do not hesitate to contact me at
HuntRB@ldschurch.org

Best regards,



Randy Hunt
Facilities Manager

The Church of Jesus Christ of Latter-Day Saints

Post-it® Fax Note	7671	Date	4-21	# of pages	1
To	JOE BAILO		From		
Co./Dept.			Co.		
Phone #			Phone #		
Fax #	882-6326		Fax #		

PUSCH RIDGE CHRISTIAN ACADEMY

April 17, 2009

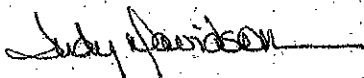
Subject: Letter of Reference

To whom it may concern,

We worked in partnership with Desert Glen Commercial Landscape Group, Inc on the design, construction and maintenance of the school grounds approximately 1.5 years ago. The company was focused on meeting the needs of Pusch Ridge Christian Academy and performed their duties on time and with a high level of quality and professionalism. Once their contract expired with the school we asked them come back and perform additional facilities maintenance. I would recommend this firm for your project based on our experience with the company.

If you have any further questions please do not hesitate to contact me at judy.davidson@prca-tucson.org.

Best regards,



Judy Davison
Director of development
Pusch Ridge Christian Academy

"Behold, the Lion of the tribe of Judah, the Root of David, has triumphed." ~ Revelation 5:5

9500 North Oracle Road • Tucson, Arizona 85704-8523 • Phone (520)797-0107 • Fax (520)797-0598 • www.prca-tucson.org



March 10, 2009

Ms. Margherita Arvanites
Principal
Desert Glen Inc.
1695 W. Sahuaro Drive
Tucson, AZ 85745

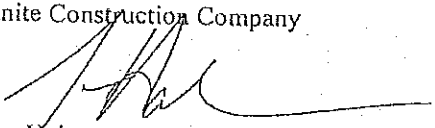
Re: US Army Corps of Engineers
Tucson Drainage-TUSD Basin (Cherry Field)
Project: #W912PL-07-C-0014
GCC Job No. 217525

SUBJECT: DESERT GLEN WORKMANSHIP

Ms. Arvanites,

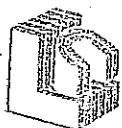
Desert Glen employees deserve to be commended on the workmanship and attitude towards the above mentioned project. John Harlan, Desert Glen's on-site foreman, supervised the construction work in a professional manner and lead by example. Mr. Harlan was knowledgeable about the project therefore the employees were knowledgeable about the project. Most issues in the plans were brought to attention early and therefore could be resolved before they became an issue in the field. The few plan issues which did become a field issue were responded to quickly and efficiently. The above mentioned project is in the maintenance phase (landscape establishment phase) and thus far has been treated by Mr. Michael Lynch and his employees in the same prideful manner as the construction portion of the project. Please commend your employees that worked on the construction phase and the employees currently working on the maintenance phase about their workmanship on this project. Their assertiveness and cooperation shown on this project is what makes a project successful for all parties involved.

Respectfully submitted,
Granite Construction Company


Jason Halverson
Project Manager

cc: File 217525

Arizona Branch
Box 27557
Tucson, AZ 85726
(520) 748-8000
FAX (520) 748-1862
AZ Cont. Lic. #A-069529



LLOYD
CONSTRUCTION
COMPANY, INC.

ROC073113A
ROC073114B-01

To Whom It May Concern:

Desert Glen Commercial Landscape Group, Inc. has installed and is currently performing maintenance and irrigation services for us at the Ritz Clubhouse at Dove Mountain in Marana, Arizona. This is a world class facility and is a high profile facility where guests from all over the world come to visit and recently hosted the Accenture Golf Tournament. The facility has thousands of plants, trees and shrubs, as well as lawn to maintain and we are pleased to recommend them to your organization. We found their personnel to be knowledgeable and responsive for last minute events. They perform their work in a timely and professional manner.

If you have any further questions please free to contact me directly at 520-884-9821.

William E. Lloyd
President
Lloyd Construction Company, Inc

2180 N. WILMOT ROAD
P.O. BOX 30190
TUCSON, AZ 85751
T (520) 884-9821
F 884-1761
www.lloydconstruction.com



March 10, 2009

Hunter Contracting Co. A CORPORATION

ARIZONA
ROC070961 A GEN ENG ROC067542 B GEN BLDG
ROC075831 B-01 GEN COM ROC023057 B-04 GEN RES ENG
CALIFORNIA
ROC851711 A GEN ENG

Subject: Desert Glen Commercial Landscape Group

To Whom it May Concern:

Desert Glen Commercial Landscape Group has performed numerous projects for Hunter Contracting Co. and we consider them to be an important partner in our industry and on our projects.

Most recently, they have just completed the construction and one year landscape and irrigation establishment period on Craycroft Road project in Tucson, Arizona. The project is over two miles of widened roadway with hundreds of plants, trees, and shrubs as well as a very complex irrigation system that had to account for a change in elevation through the project of almost four hundred feet. The County has just given this project the final acceptance and will now be taking over the control of the maintenance; therefore, Desert Glen's services on this project will no longer be needed. During the time they performed the maintenance; we found their personnel to be knowledgeable, responsive and performed their work in a timely and professional manner.

Due to Desert Glen's helpfulness, I have recently negotiated another small parking lot project with them. Knowing that the owners of the project wanted a quality end product to showcase their new facilities on a limited budget, Hunter called on Desert Glen to work together to find some cost savings alternatives to enrich the end result of the project with out compromising the quality. Should you have any questions, feel free to contact me.

Sincerely,
HUNTER CONTRACTING COMPANY

James A. Walker
Project Manager

Ironwood Industries, Inc.

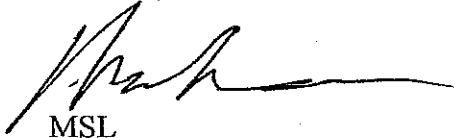
April 14, 2008

Subject: Letter of Reference

To whom it may concern,

We have contracted with Desert Glen Commercial Landscape Group, Inc for the past 2 years for our facilities management. The company provides total facilities management for several (7) of our large apartment complexes. The scope of work includes landscape maintenance, clubhouse and pool restrooms. I would recommend this firm for your project based on our experience with the company.

Sincerely,



MSL
Chief Executive Officer
Ironwood Industries, Inc

Sonoran Elements Development Group, LLC



April 19, 2008

RE: Desert Glen Commercial Landscape

To Whom It May Concern:

Our business is a commercial property/facility management company. We have been doing business with Desert Glen Commercial Landscape Group, Inc for 3 years. We have contracted to Desert Glen to maintain both the exterior landscape and the interior facilities as they have expanded their services. They have made significant improvements to our facilities in both areas of expertise; I would recommend this company to anyone with the need for either exterior or interior facilities management.

Feel free to contact me at 520-631-1818 if you have any questions.

A handwritten signature in black ink, appearing to read "Glenn Probert". The signature is fluid and cursive.

*Glenn Probert
General Manager*

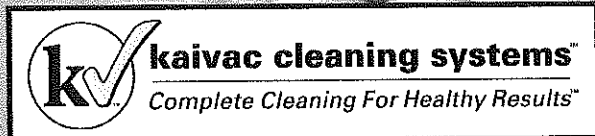
cc. Desert Glen file

Breaking the Cycle of Restroom Neglect -

One School's Story

by Tom Morrison

When your child comes home from school, most likely you ask, "How was school today?" However, it might be wise to start asking, "How were the school restrooms today?" Chances are, the responses will range from "fine" to "nasty," "disgusting," or "gross."



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Breaking the Cycle of Restroom Neglect -

For several years now, we have been hearing quite a bit about dirty and unsanitary school restrooms. And the problem has intensified as school district after school district wrestles with the same dilemma: budget cuts that often target school cleaning and maintenance departments in greater proportion than other school sectors.

As a result of these cuts, many school lavatories are in a state of disarray, lacking the essentials of good hygiene, including soap, toilet tissue, and paper towels. Doors or partitions have been removed, walls and ceilings are covered with graffiti, and toilets and urinals are broken or clogged (see sidebar). And because of cutbacks, reduced cleaning crews simply cannot devote the time necessary to adequately clean the restrooms and also tackle the many other cleaning needs of the school.

Why Students Might Avoid Using School Restrooms

Foul odors	62 percent
Clogged toilets	30 percent
No doors on the stalls	23 percent
"They are scary and dangerous"	15 percent

Source: Opinion Research Corporation, Princeton, NJ.

These problems are not found only in poor or inner-city school districts, as some might expect. Schools in rural areas as well as suburbs are plagued with restroom maintenance problems. In fact, in the Los Angeles area, a local television news program investigating restroom cleaning and maintenance in public schools found significant problems in some of the area's most upscale neighborhoods, such as Malibu and Newport Beach.

The Problems Dirty Restrooms Create

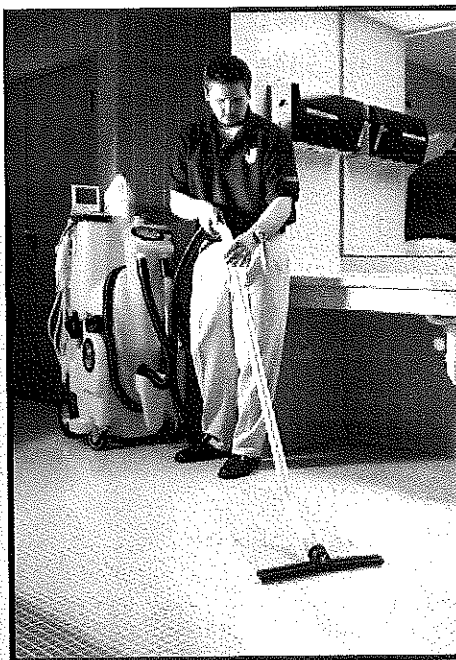
The problems that ill-kept and unsanitary restrooms create are many. First, they send a signal to teachers and students that they are not important enough to have clean, well-maintained restrooms, which can be demoralizing. The image of an entire school also can be affected by the condition of its restrooms: clean, well-maintained restrooms indicate a healthy learning environment; dirty restrooms often suggest danger, lack of discipline and adult supervision, and an otherwise un-

healthy learning environment.

Most dangerous of all is the fact that unkempt school restrooms also present serious health and safety issues. Pathogenic microorganisms, blood, and other bodily fluids are often found on poorly maintained restroom fixtures, doors, and counters. These germs can easily be spread because of inadequate hand washing. This is a health hazard not only for students and teachers but for

those cleaning the facilities as well.

In addition, slip, trip, and fall accidents tend to be more common in poorly maintained restrooms, which can create financial liabilities for schools. Indeed, in the past decade, several lawsuits have been filed against various educational fa-



cilities regarding their inability to maintain safe and sanitary restrooms.

One more problem with unhealthy, unsanitary restrooms is that dirty school restrooms attract even more dirt. A former police officer who now heads the custodial department of a major Southeastern university compares the problem to a broken window. From his police work, he knows that a broken window becomes an invitation for burglars to break into a home, office, or school. Similarly, poorly cleaned and maintained restrooms invite abuse and less care.

Breaking News

Interestingly, local television news crews have uncovered many of the most neglected restrooms in U.S. public schools. And often, these reports have resulted in action. For instance, because of the Los Angeles news report mentioned earlier, the state and local school dis-

One School's Story

tricts have enacted laws and regulations regarding the upkeep and cleanliness of school restrooms.

In Arizona, the restrooms in three of the state's more upscale school districts were investigated for cleanliness by a local television news crew. A variety of restroom surfaces were swabbed while the schools were in session. The swabs were then taken to a local laboratory for evaluation.

The investigation found that in two of the school districts, there was evidence of urine on virtually every restroom surface, including floors, door handles, flushing handles, faucets, hand dryers, and soap and paper dispensers. According to William Humble of the Arizona Department of Health Services, "Finding urine on so many surfaces is an indication that bacteria and viruses travel. This has the potential of spreading E. coli, hepatitis A, and other diseases and has even more serious implications for children with asthma or weakened immune systems."

Humble added that his office inspects all of the state's schools twice per year and that finding urine on several surfaces is common. He says that contrary to what some parents may think, elementary schools usually fare better in these inspections. The bulk of the problems are found in junior and high schools because these students are less likely to wash their hands after using the restroom. This spreads the urine, germs, and bacteria throughout the restroom and ultimately the rest of the school, he explains.

In the third district, Paradise Valley Unified School District, five different restroom surfaces were tested. Urine was found on only two—around the toilet floor and on the inside of a door handle. Even more impressive was that fact that the tests at this district were conducted in the afternoon—rather than in the morning, as in the

other two districts—allowing more time for the restrooms to be used during the course of the day.

Why the High Score?

The vast difference in the test results led the local news team to investigate why Paradise Valley's restrooms scored so much higher than the others. After all, the schools tested were all about the same age, they all had custodial crews cleaning the facilities on similar frequencies, and demographically, the districts and their neighborhoods were quite comparable.

The news team's investigation found that the major difference was in the way the restrooms were cleaned. At the two problem districts, traditional restroom cleaning systems were in place. Custodians would spray toilets, urinals, sinks, and counters with cleaners and disinfectants and then wipe them with cleaning cloths. Floors were swept and then mopped.

"One of the problems with this older system is that it is often hard to see urine and other contaminants on surfaces," says Wayne Moffet with American Building Maintenance (ABM), the company that now cleans 27 of the 49 schools in the Paradise Valley dis-

trict. "If the custodian can't see it, the area may not be cleaned and restroom maintenance suffers."

Moffet indicates that many of the Paradise Valley schools his company cleans were in need of a thorough cleaning when ABM took over the maintenance contract, long before the tests were conducted. "Our first plan of attack," he says, "was to use the Kaivac No-Touch Cleaning™ system in all of the restrooms."

With the No-Touch system, cleaning agents are applied



to all restroom surfaces—fixtures, partitions, walls, and floors. The same areas are then rinsed, blasting away germs, soil, and debris. Then areas are vacuumed using the machine's built-in wet/dry vac, which facilitates drying and further removes contaminants.

According to Moffet, after two or three cleanings with the Kaivac machines, most of the grime in the restrooms was removed and odors were eliminated. Tile and grout areas that had become soiled over the years before the tests were now clean, and students, teachers, and staff commented that they noticed a rather dramatic difference in the cleanliness and appearance of the restrooms almost from the start.

The machines were equally and immediately popular with the cleaning staff as well. "Our cleaning crews like the Kaivac machines because they don't have to get down on their hands and knees to clean," says Moffet. "And it's much faster. On a daily basis, I bet we save up to 50 percent on time and labor cleaning the high school restrooms and as much as 70 percent cleaning the gym locker rooms. In the kindergarten through eighth-grade schools, where the Kaivac machines are used just once per week, our time and labor are reduced about 20 percent as compared to traditional cleaning methods. This allows cleaners to spend more time cleaning areas of the school other than the restrooms."

Moffet adds that using the Kaivac machine has also helped him bid more competitively. And the system can help contractors lower workers' compensation claims, reduce labor costs, and produce higher-quality results, all of which translates into more business and profits. "I am a huge advocate of the No-Touch Cleaning system,

and I mention its features and benefits when marketing our services to all types of facilities," says Moffet.

Kids Have Respect for Restrooms Now

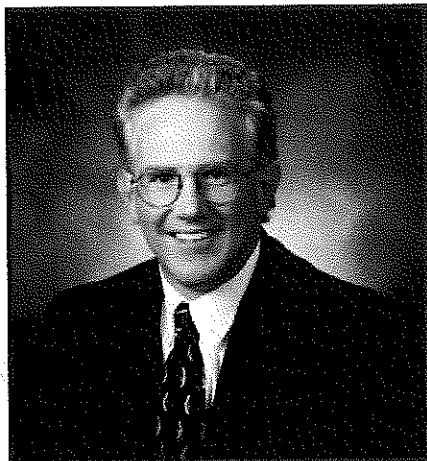
According to Tim Kelly, supervisor of custodial and grounds maintenance for the Paradise Valley school district, the district not only switched cleaning contractors but invested more than \$2 million to bring many of the school restrooms up to par.

This included installing all-new nonporous tiles to cover the walls and floors, making them easier to clean and maintain. Vandal-proof partitions were installed, as were new dispensers for soap and paper towels that can better withstand the rigorous restroom use found in a school environment.

Even with the improvements, Kelly believes the No-Touch system plays a major role in getting and keeping the restrooms clean. "I knew little about the Kaivac No-Touch Cleaning system before ABM introduced me to the machine," says Kelly. "It's an excellent product, and now I'm sold on it."

Kelly adds that it once was common to receive complaints from students and teachers about the school restrooms—especially that they had unpleasant odors or the fixtures were not cleaned thoroughly. Now he says he rarely hears a complaint. "What's more, we have seen a real difference in the way our students treat the restrooms," says Kelly. "Our kids have a lot more respect for them—now that they are nice and clean."

Tom Morrison is vice president of marketing for Kaivac, Inc., Hamilton, OH.



Kaivac was founded with two goals in mind: to develop a more productive and efficient way to clean restrooms and to improve the morale and image of custodial workers.

Created by industry visionary Bob Robinson Sr., the Kaivac No-Touch Cleaning system combines pressure washer, chemical injection, wet vacuum, and other cleaning technologies onto a single easy-to-use platform. In just five years, this worker-friendly approach has revolutionized restroom cleaning with thousands of No-Touch systems in daily operation around the world today.

A variety of studies have indicated that the Kaivac No-Touch Cleaning system helps cut cleaning time by more than two-thirds. This dramatic increase in productivity was recently reemphasized in the latest version of The Official ISSA 447 Cleaning Times, published by the International Sanitary and Supply Association, Inc. (ISSA).

The Kaivac No-Touch Cleaning system also has been found to deep clean more thoroughly than more traditional forms of cleaning. Also, because it does not require custodians to touch fixtures, they are no longer forced to come in direct contact with soiled, contaminated surfaces in order to clean them.

Originally produced as a restroom maintenance tool, the Kaivac No-Touch Cleaning system is now being used to clean a variety of areas including floors, walls, carpets, classrooms, stairwells, kitchens, hallways, and more. Many of these new uses have been developed by enthusiastic Kaivac customers.

For more information about Kaivac and its products, visit www.kaivac.com.


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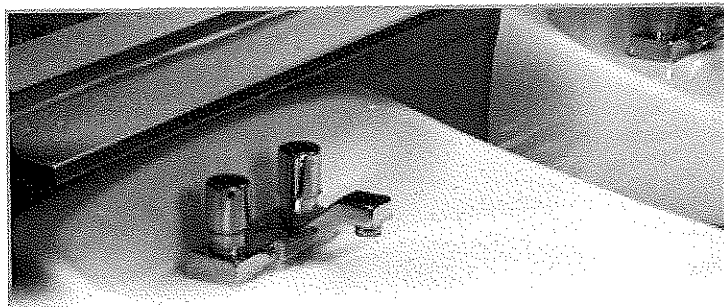
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■ RESTROOM CLEANING

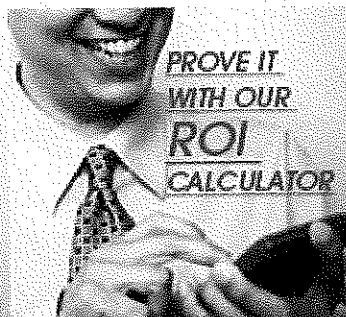
There's no denying, **restroom cleaning** is the number one building maintenance concern. Traditional tools, such as mops and wipes, do a poor job of removing soils, bacteria and other pollutants and are tedious to use. No-Touch **restroom cleaning** is designed to thoroughly remove these contaminants in order to eliminate odors and reduce the risk of disease for the safest, healthiest results. In fact, Kaivac's No-Touch **restroom cleaning** is proven to be 60 times more effective at removing bacterial contamination than mops, which are more likely to spread diseases than remove them. Plus, workers are no longer forced to crawl around restroom floors, wiping contaminated fixtures and surfaces by hand.

Kaivac's No-Touch **restroom cleaning** combines automatic chemical metering and injection, an indoor pressure washer, and a powerful wet vacuum into a single integrated system. Empowering workers to deep clean and sanitize without ever having to touch soiled, contaminated surfaces, Kaivac No-Touch Cleaning systems not only clean better, but also cut labor, chemical and **restroom cleaning** equipment costs while raising worker morale and image.

While Kaivac's systems are designed to produce the healthiest results they not only capture all contaminants, but also do it in the most responsible manner. Kaivac's primary **restroom cleaning** chemicals are certified. The chemicals are metered by the system, ensuring savings of up to 90%. The systems are ergonomic and leave no risk of **restroom cleaning** slip-fall injuries. Regardless of worker ability, Kaivac's systems allow workers to deep clean surfaces and achieve the same healthy results every time.

[Watch Our Restroom Cleaning Video](#)

KAIKAC GIVES YOU RAPID
RETURN ON INVESTMENT!



Whether for cleaning, disinfecting, degreasing, or spotting, Kaivac provides an effective chemical choice for every task. Each is designed to attack specific soils inherent in various settings, like restrooms, kitchens, manufacturing, healthcare, schools, and more. Developed specifically for No-Touch Cleaning, these high quality chemicals are low foaming and free rinsing for fast, spot-free drying. Plus, they have all been certified by Green Seal to be extremely effective at cleaning without harming the environment.



KaiBlooey™ is a low-foaming restroom cleaner that contains a blend of fast-acting mild acids to de-scale mineral deposits and remove soap scum.



Complete Cleaning For Healthy Results™